

Balsamiq Cloud Terms of Use and Privacy Policy

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Please read this document carefully before accessing or using Balsamiq Cloud.

Introduction

English, Not Legalese

Most Terms of Use and Privacy Policy documents are unreadable. They are written by lawyers and for lawyers, and in our opinion are not very effective.

Because **we believe in establishing long-term relationships with our customers**, we decided to use plain English instead as much as possible, to make our terms as clear as possible.

Please don't forget that we are real people: take a look at **our company page** (<https://balsamiq.com/company>) to get to know us a little. We are not perfect, but we're trying our hardest, because we genuinely care about your success.

When you read *Balsamiq* or *we* below, it refers to Balsamiq Studios, LLC (**contact information** (<https://balsamiq.com/company/#contact>)), its affiliates (including our parent company **Balsamiq SRL** (<http://www.balsamiq.it>)) and agents.

Should you have other questions or concerns about this document, please call us at +1 (415) 367-3531 or send us an e-mail at **sales@balsamiq.com** (<mailto:sales@balsamiq.com?subject=Cloud%20ToS%20Question>).

Using Balsamiq Cloud Means Accepting These Terms

By accessing or using Balsamiq Cloud (**https://balsamiq.cloud** (<https://balsamiq.cloud>)) in any way, whether you have created your own Balsamiq Cloud Space or are invited to someone else's Space as a project member, or are just browsing around, you agree to and are bound by the terms and conditions written in this document.

If you do not agree to all of the terms and conditions contained in this document, do not access Balsamiq Cloud.

This Is a Living Document

This is a living document. With your help, we want to make it the best in the industry.

If you read something that rubs you the wrong way, or if you think of something that should be added, please get in touch! We're all ears! Email peldi@balsamiq.com (<mailto:peldi@balsamiq.com?subject=Cloud%20ToS>) and we'll chat.

We don't amend this document for any particular customer, but if your changes apply to all of our customers, we'll be happy to update it for everyone. Scroll **to the bottom (#document-history)** to see the history so far.

We will likely improve this document over time. By continuing to use the site, you will implicitly accept the changes we make.

Your access and use of Balsamiq Cloud is always subject to the most current version of this document.

Breach of Terms

If you breach any of the terms and conditions in this document, your authorization to access or use Balsamiq Cloud automatically terminates. Any materials downloaded or printed from Balsamiq Cloud in violation of the Terms of Use must be immediately destroyed.

We may block, restrict, disable, suspend or terminate your access to all or part of Balsamiq Cloud at any time in our sole discretion, without prior notice or liability to you. To this day, we have never had to do this, and we hope it never happens.

If you think we removed your access by mistake, **get in touch (mailto:sales@balsamiq.com?subject=Cloud%20access%20restricted%20by%20accident%3F)** and we'll give you our reasoning.

Support

Support for Balsamiq Cloud is provided via our Community Forums at forums.balsamiq.com (<https://forums.balsamiq.com>) as well via our support portal at support.balsamiq.com (<https://support.balsamiq.com>).

Email and phone support is also included, but is **only provided to Balsamiq Cloud Space Owners**. If you have an issue with your Balsamiq Cloud Space, contact your Space Owner(s) first, via their email address (shown in Balsamiq Cloud).

Space Owners can invite staffers and they can invite project members. Space Owners are responsible for first-level support to the people on their Balsamiq Cloud Spaces.

We continuously update the [Balsamiq Cloud Documentation \(/cloud/\)](/cloud/) so that users can help themselves and Space Owners are better equipped to help their users.

We take pride in providing excellent customer support, but we are also a small team and value our work/life balance. This means that although we'll try our best, **we do not guarantee 24 / 7 support.**

Access to Your Data / Privacy Policy

What Personal Data Do You Collect and Why?

We collect the following personal data:

Name
E-mail address
Billing Address
IP Address

We do not collect credit card information directly. See [Who can see my credit card number? \(#who-can-see-my-credit-card-number\)](#) below.

The email addresses we collect for the Space Owners, Billing-Only Administrator, and staff members are used to communicate account activity. This activity may include, but is not limited to, subscription status (renewal, cancelation, etc.), and Space Ownership verification. Inbound return email addresses are only used to send a reply.

We use cookies to identify whether you have logged in to your Space. Therefore, your browser must be enabled to accept cookies from balsamiq.cloud in order for you to use Balsamiq Cloud.

We collect the IP addresses of everyone who registers with Balsamiq Cloud. This information is used for debugging and analytics purposes, and our logs are kept for 2 weeks. IP addresses and log information can be shared with Space Owners upon request.

The Personal Data we collect is not shared with third parties, except for the purposes of determining the validity of a subscription payment. In this case we may share the name and email address of the Space Owner(s) and Billing-Only Admin with the credit card holder, your company's accounting department, or with Stripe when responding to a chargeback.

Who Can See My Password?

No-one. We use Auth0 for authentication. They're the industry leader, and that's all they do. They can store your password much more safely than we can. Learn more about Auth0 security here: [**Auth0 Security & Privacy \(https://auth0.com/security\)**](https://auth0.com/security).

It is your sole responsibility to keep your user name, password and other sensitive information confidential. If you become aware of any unauthorized use of your account or any other breach of security, you must notify Balsamiq immediately.

If you forget your password, we send you a secure link via email that lets you reset it.

User management is done inside Balsamiq Cloud. We have Google integration, but no LDAP or OAuth at the moment.

Balsamiq staff will never change a password for you, nor change the Space Owner. Here's an article that describes how you can [**change the Space Owner of a Balsamiq Cloud Space yourself \(/cloud/spaces/#managing-your-space-settings\)**](/cloud/spaces/#managing-your-space-settings).

Who Can See My Credit Card Number?

No-one at Balsamiq. We use the very trustworthy and secure [**Stripe \(https://stripe.com/\)**](https://stripe.com/) payment service. Read about their security measures on the [**Stripe Security Guide \(https://stripe.com/help/security\)**](https://stripe.com/help/security) (in short, they encrypt your credit card info).

Once you sign up Stripe will charge your card each month. Both Stripe and Balsamiq are PCI-DSS compliant. Even though Balsamiq employees never see your credit card information, Balsamiq has an internal security policy to follow in case we accidentally come across a customer's credit card info.

Our Commitment to Children's Privacy

Protecting the privacy of the very young is especially important. For that reason, we never collect or maintain information at our website from those we actually know are under 13, and no part of our website is structured to attract anyone under 13.

How Can I Access or Correct My Information?

You can access all your personally identifiable information that we collect online and maintain by logging in to any Balsamiq Cloud Space you have access to and visiting the Space Settings page, or by the User Settings dialog.

You can download your projects' data at any time in BMRP format.

You can delete your projects, Spaces or user account at any time, and they will be destroyed from our database immediately, with no way for us to recover them.

What Are the System Requirements for Using Balsamiq Cloud?

A modern web browser (IE11 or Edge, Chrome 49+, Firefox 52+, Safari 9+) with cookies and javascript enabled is all that's needed.

Your clients have to be able to access the Balsamiq Cloud servers on port 443.

Who Can See My Wireframes?

The people you share them with, as described in the [People and Permissions documentation \(/cloud/people/\)](#), as well as the Space Owner(s) and [some balsamiq employees \(#what-are-the-guidelines-balsamiq-follows-when-accessing-my-data\)](#).

We use HTTPS and SSL (256-encryption) to transfer all data. Data is not encrypted when stored in our database (for performance reasons).

What Are the Guidelines Balsamiq Follows When Accessing My Data?

- We restrict who at Balsamiq can access customer data to only senior members of the team, and never to outside parties.
- We only do it in response to a customer support question.
- We only do it in order to debug and fix the issue.
- We never make changes to anything unless explicitly requested by a Space Owner.
- If a Space Owner or a staff member asks us to look into a project in order to debug a software issue, we will go in and look at that project and possibly make minor edits in order to fix the issue.
- We never share what we see with other customers or the general public.
- We might give access to US authorities if requested in writing. We'll try not to, but we don't have the resources to fight the government. We'll also keep your Space Owner(s) informed as much as we can if this happens.

Who Else Has Access to My Data?

We host our data on Amazon Web Services (AWS). Specifically, our database runs on RDS. Amazon employees have access to this data. Here's their [privacy policy \(http://aws.amazon.com/privacy/\)](#). Amazon controls physical access to their locations. We don't control physical access to our locations, other than standard locked doors.

We use secure private keys when accessing Balsamiq Cloud servers via SSH, and protect our AWS console passwords locally with 1Password and LastPass.

We log application data (username, user IP, email and project name). We rotate logs with 14-days conservation. We stream logs from our servers to **Logmatic.io** (<https://logmatic.io>) using SSL. Here's their **privacy policy** (<https://logmatic.io/legal-mentions/>).

As mentioned **above** ([#who-can-see-my-credit-card-number](#)), we rely on Stripe for payment processing.

We use **PubNub** (<http://www.pubnub.com/>) to provide real-time updates, always sent over SSL. Here's their **privacy policy** (<http://www.pubnub.com/privacy-policy>).

How Is My Data Protected from Another Customer's Data?

All of our customers' data resides in the same database. We use software best practices to guarantee that only people who you designate as viewers of your data can access it. In other words, we segment our customer data via software. We do our best and are very confident we're doing a good job at it, but, like every other web app that hosts their customers data on the same database, cannot guarantee that a sophisticated hacker cannot access other people's data.

How Are You Protecting My Data from Hacker Attacks?

Security is one of the main reasons we chose Amazon Web Services as the infrastructure provider for Balsamiq Cloud. It has the best track record out there, look at **this article** (http://money.cnn.com/2010/12/09/technology/amazon_wikileaks_attack/index.htm) for instance.

To see all the steps Amazon takes to protect the data saved on its services, take a look at the extensive **Security And Compliance Center** (<http://aws.amazon.com/security/>) and the security-related **white papers** (<http://aws.amazon.com/whitepapers/>). It's what makes us sleep well at night. AWS is ISO/IEC 27002 certified.

We also have our own practices in place, which follow the industry's best practices. We only give access to our servers to senior Balsamiq security experts, we keep our servers always up to date with security fixes, have one-click ways to take down servers should they become infected/compromised and to create and deploy new clean ones, we have an automated suite of tests against cyber attacks, we use 2-factor authentication whenever possible, and more. We don't run background checks on employees nor have CISSP certifications or have audit logs.

Our Balsamiq Cloud service has never been compromised so far.

Should our systems get compromised, we will replace the server(s) that have been hacked with new ones (we can do this with very few clicks). If this doesn't stop the attack, we'll shut down the service until we can fix the vulnerability. We will also hire outside experts to help us and verify that we're safe to resume service.

What Should I Do If I Find a Security Vulnerability in Balsamiq Cloud?

If you have discovered a security concern, please email us at security@balsamiq.com (<mailto:security@balsamiq.com>). We'll work with you to make sure that we understand the scope of the issue, and that we fully address your concern. We consider correspondence sent to security@balsamiq.com (<mailto:security@balsamiq.com>) our highest priority, and work to address any issues that arise as quickly as possible.

Please act in good faith towards our users' privacy and data during your disclosure. We won't take legal action against you or administrative action against your account if you act accordingly: White hat researchers are always appreciated.

Can I Run Balsamiq Cloud on My Own Servers, behind the Firewall?

No, and it's not planned. We offer other solutions (Mockups 3 for Desktop, plugin versions) that allow you to keep your data on your servers. Compare our products [here](http://www.balsamiq.com/products) (<http://www.balsamiq.com/products>).

Intellectual Property Rights

Who Owns Balsamiq Materials?

Balsamiq Materials are all the information, data, documents (e.g. white papers, press releases, datasheets, FAQs, etc.), communications, downloads, files, text, images, photographs, graphics, videos, webcasts, publications, content, tools, resources, software, code, programs and products on Balsamiq Cloud produced by Balsamiq.

Balsamiq Materials are protected by copyrights, trademarks, patents, trade secrets and all other intellectual property and proprietary rights, and any unauthorized use of the Balsamiq Materials may violate such laws and the Terms of Use.

You agree not to copy, republish, frame, download, transmit, modify, adapt, create derivative works based on, rent, lease, loan, sell, assign, distribute, display, perform, license, sublicense or reverse engineer the Balsamiq Cloud service or Balsamiq Materials or any portions of them.

You agree that you will not decompile, reverse engineer or otherwise attempt to discover the source code of the software. Any copying or redistribution of the software is prohibited, including any copying or reproduction of the software to any other server or location for further

reproduction, redistribution or use on a service bureau basis. Any unauthorized use, copying or distribution of the software is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

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- Balsamiq Materials may not be modified or altered in any way.
- Balsamiq Materials on Balsamiq Cloud may not be distributed or sold, rented, leased, licensed or otherwise made available to others.
- You may not remove any copyright or other proprietary notices contained in the Balsamiq Materials.
- You may not copy or distribute any graphics in the Balsamiq Materials apart from their accompanying text.
- You will not quote or display Balsamiq Materials, or any portions thereof, out of context.
- Balsamiq reserves the right to revoke the authorization to view, download and print the Balsamiq Materials available via Balsamiq Cloud at any time, and any such use shall be discontinued immediately upon notice from Balsamiq.
- The rights granted to you constitute a license and not a transfer of title.
- Any Balsamiq Materials made available only upon payment of a fee may only be viewed, downloaded and printed subject to your payment of such fee.

Who Owns the IP of My Wireframes and Assets?

Balsamiq does not claim intellectual property rights over wireframes created on Balsamiq Cloud nor the [assets \(/cloud/images/\)](#) your users upload.

We leave it to each Balsamiq Cloud Space Owner(s) to decide who should own the IP of the wireframes created using their Balsamiq Cloud Space. We encourage Space Owners to make their policy clear to their Space's users, either via email or by posting it on their Balsamiq Cloud Space.

You acknowledge and agree that Balsamiq has no liability of any kind should anyone you granted access to your content modify, destroy, corrupt, copy or distribute it, or violate the terms of use or other limitations that you may impose on the use of your shared content.

Balsamiq does not pre-screen user materials that users provide or otherwise submit via Balsamiq Cloud; however, Balsamiq may remove any posted or submitted user materials from Balsamiq Cloud for any reason without notice in its sole discretion. By posting or submitting your user

materials, you represent and warrant that you own or otherwise control all of the intellectual property rights and other rights to your user materials as described in these Terms of Use, including all the rights necessary for you to post or submit your user materials.

In addition, by posting or otherwise submitting your user materials that contain images, photographs, pictures, videos, webcasts or that are otherwise graphical in whole or in part (“Images”), you represent and warrant that: (a) you own the copyright in such Images, or that you have obtained all necessary license(s) from the copyright owner(s) of such Images to use such Images, or portions thereof, in keeping with your use in connection with Balsamiq Cloud and as otherwise permitted by these Terms of Use; (b) in the event you choose to grant licenses and sublicenses to such Images, you have the rights necessary to grant the licenses and sublicenses described in these Terms of Use; and © you have received consent from any and all persons depicted in such Images to use the Images as set forth in these Terms of Use, including the distribution, public display, public performance and reproduction of such Images.

You are solely and entirely responsible for all of your user materials that you post or otherwise submit via Balsamiq Cloud. You shall assume all risks associated with the use of your user materials including any reliance on the accuracy, completeness or usefulness of your user materials. Balsamiq does not guarantee the accuracy, integrity or quality of your user materials. You acknowledge and agree that by accessing or using Balsamiq Cloud, you may be exposed to user materials from others that are offensive, indecent or otherwise objectionable.

Reliability

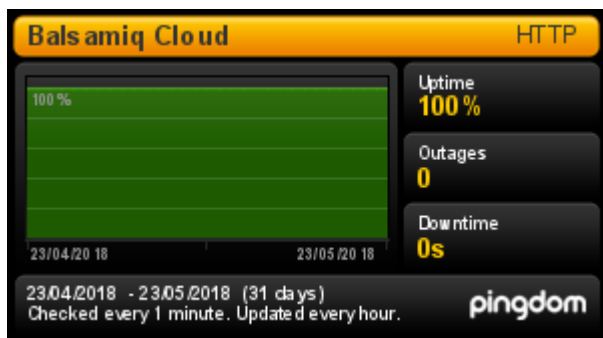
Do You Guarantee That Balsamiq Cloud Will Be Accessible at All Times?

In short, we do not. Like all other cloud-based applications, we are vulnerable to the inherent unreliability of the Internet. We do not offer contracted SLA for availability to Balsamiq Cloud and your data.

That said, high reliability is something we are proud of and something we deliberately chose to compete on. We have developers, system administrators and support staff on call, 24 / 7.

We monitor Balsamiq Cloud closely and have set up automated alarms to be notified (via email and SMS) when the Balsamiq Cloud service is under stress, so that we can deal with the issue before it becomes a problem that might impact customer access.

You can see for yourself how we’re doing on this front by looking at this **Pingdom** (<http://www.pingdom.com>)-powered chart (click for more history):



(<http://stats.pingdom.com/dav3wniwmzif/2464047/history>).

You acknowledge and agree that Balsamiq shall not be liable for any failure to store your materials on Balsamiq Cloud at any time.

How Is Our Data Backed Up?

Your wireframe data, images, Space settings and projects information are saved (unencrypted) in our database, which runs on [Amazon RDS](http://aws.amazon.com/rds/) (<http://aws.amazon.com/rds/>). We have a real-time backup to a slave instance in a different availability zone (for added resilience) and we keep daily database snapshots of the last 3 days. Data is replicated in 3 different data centers.

How Quickly Can You Recover from a Data Center Disaster?

This depends on the scale of the disaster, of course.

We spread our app servers amongst several [availability zones](http://aws.amazon.com/ec2/faqs/#How_isolated_are_Availability_Zones_from_one_another) ([http://aws.amazon.com/ec2/faqs/#How isolated are Availability Zones from one another](http://aws.amazon.com/ec2/faqs/#How_isolated_are_Availability_Zones_from_one_another)) within the us-east-1 region, and have survived several outages in one or more zones without any downtime.

Should the whole us-east-1 region be affected by an outage, it would probably take us up to a week to set up everything in a new region, assuming we'd still be able to get to our backup data.

Play Nice Clauses

Use of Balsamiq Cloud

You agree that you shall not:

- Collect, harvest, mine or engage in any other activity to obtain e-mail addresses, phone numbers, personal information or any other information about others.

- Use or attempt to gain access to or use another's user or company account, password, data, or computer systems or networks connected to any Balsamiq Cloud server, whether through hacking, password mining or any other means.
- Access or attempt to access any material that you are not authorized to access.
- Make available any files containing materials where you do not own or control, or have not received the necessary licenses to, all intellectual property rights, rights of privacy and publicity and all other rights in and to such materials.
- Use any materials in any manner that infringes any intellectual property rights or other rights of any party.
- Disrupt or interfere with the security of, or otherwise cause harm to, the Balsamiq Cloud service, Balsamiq Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through Balsamiq Cloud or any affiliated or linked sites.
- Transmit unsolicited or bulk communications to any Balsamiq Cloud account holder or to any Balsamiq Cloud.com or affiliated e-mail address.
- Post or otherwise submit any software, programs or files that are harmful or disruptive of another's equipment, software or other property, including any corrupted files, time bombs, Trojan horses, viruses and worms.
- Create a false identity for the purpose of misleading others.
- Download any materials posted by another that you know, or reasonably should know, cannot be legally reproduced, distributed, performed or displayed in such manner.
- Disrupt, interfere or inhibit any other user from using and enjoying the Balsamiq Cloud service or other affiliated or linked sites, materials or services.
- Access or use Balsamiq Cloud in any manner that could damage, disable, overburden or impair any Balsamiq Cloud server or the network(s) connected to any Balsamiq Cloud server.
- Violate any applicable laws or regulations related to the access to or use of Balsamiq Cloud, or engage in any activity prohibited by the Terms of Use.
- Post or otherwise submit any topic, name, material or information that is child pornography, defamatory, excessively violent, harassing, inappropriate, indecent, lascivious, lewd, obscene, profane, racist, unlawful, or otherwise objectionable.
- Prepare, compile, use, download or otherwise copy any Balsamiq Cloud user directory or other user or usage information or any portion thereof, or transmit, provide or otherwise distribute (whether or not for a fee) such directory or information to any third party.
- Engage in any chain letters, contests, junk e-mail, pyramid schemes, spamming, surveys or any other duplicative or unsolicited messages (commercial or otherwise).
- Violate the rights of Balsamiq or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another.
- Use any Balsamiq or Balsamiq Cloud domain name as a pseudonymous return e-mail address.
- Market any goods or services for any business purpose (including advertising and making offers to buy or sell goods or services), unless specifically allowed to do so by Balsamiq.

Materials and Services provided by third parties are governed by separate agreements accompanying such materials and services. Balsamiq offers no guarantees and assumes no responsibility or liability of any type with respect to the third-party services, including any liability resulting from incompatibility between a third-party service, Balsamiq Materials, the Balsamiq Cloud service or another third-party service. You agree that you will not hold Balsamiq responsible or liable with respect to the third-party services.

Special Treatment for Spammers

In the event of your or others' access to or use of the Balsamiq Cloud service in connection with the transmission of spam unsolicited e-mail or postings in violation of these Terms of Use, you acknowledge and agree that Balsamiq would be irreparably harmed thereunder and that monetary damages would be an insufficient and ineffective remedy; therefore you agree that Balsamiq is entitled to obtain immediate injunctive relief against any such transmission (in addition to all other remedies available at law or in equity). Balsamiq may without restriction block, filter or delete unsolicited e-mail.

Restriction and Termination of Use

Balsamiq may block, restrict, disable, suspend or terminate your access to all or part of Balsamiq Cloud at any time in Balsamiq's sole discretion, without prior notice or liability to you.

Notification of Copyright Infringement

Balsamiq will, in appropriate circumstances, terminate the accounts of users who infringe the intellectual property rights of others. Balsamiq will investigate notices of copyright infringement and take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512©(2) ("DMCA").

If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on Balsamiq Cloud or on sites linked to from Balsamiq Cloud, please provide written notification of claimed copyright infringement to the designated agent for Balsamiq Cloud (identified below), which must contain the following elements:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed;
- A description of the copyrighted work or works that you claim have been infringed and identification of what content in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled;
- A description of where the content that you claim is infringing is located on Balsamiq Cloud;
- Information sufficient to permit Balsamiq to contact you, such as your physical address, telephone number, and e-mail address;

- A statement by you that you have a good faith belief that the use of the content identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement by you that the information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Balsamiq's designated agent for notice of claims of copyright infringement can be reached as follows:

By mail:

Balsamiq Studios, LLC
1517 24th Street
Sacramento, CA 95816

By telephone: (415) 367-3531

By e-mail: sales@balsamiq.com (<mailto:sales@balsamiq.com>).

Links to Third Party Sites

Balsamiq Cloud may include links that will take you to other sites outside of the Balsamiq Cloud service. The linked sites are provided by Balsamiq to you or the creators of the wireframes as a convenience and the inclusion of the links do not imply any endorsement by Balsamiq of any linked site. Balsamiq has no control of the linked sites and you therefore acknowledge and agree that Balsamiq is not responsible for the contents of any linked site, any link contained in a linked site or any changes or updates to a linked site. You further acknowledge and agree that Balsamiq is not responsible for any form of transmission (e.g. webcasting) received from any linked site.

Advertisements and Promotions

Balsamiq may run advertisements and promotions from third parties via Balsamiq Cloud in any manner or mode and to any extent. Your communications, activities, relationships and business dealings with any third parties advertising or promoting via Balsamiq Cloud, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, shall be solely matters between you and such third parties. You acknowledge and agree that Balsamiq is not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings or as the result of the presence of such non-Balsamiq advertisers on Balsamiq Cloud.

Warranties and Disclaimers

The Balsamiq Cloud service and Balsamiq Materials are provided by Balsamiq under these terms of use “as is” without warranty of any kind, either express, implied, statutory or otherwise, including, but not limited to, the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, Balsamiq makes no warranty that:

1. the Balsamiq Cloud service and Balsamiq Materials will meet your requirements;
2. the Balsamiq Cloud service and Balsamiq Materials will be uninterrupted, timely, secure, or error-free;
3. the results that may be obtained from the use of Balsamiq Cloud service and Balsamiq Materials will be effective, accurate, or reliable;
4. the quality of the site or any services or materials purchased or accessible by you will meet your expectations; and
5. any errors or defects in Balsamiq Cloud service and Balsamiq Materials will be corrected.

The Balsamiq Cloud service and Balsamiq Materials may include technical or other mistakes, inaccuracies, or typographical errors. Balsamiq may make changes to the site, materials and services, including the prices and descriptions of any software or products listed, at any time in its sole discretion and without notice. The Balsamiq Cloud service and Balsamiq Materials may be out of date, and Balsamiq makes no commitment to update the site, materials and services.

You acknowledge and agree that:

1. Balsamiq does not control, endorse, or accept responsibility for any materials or services offered by third parties, including third-party vendors and third parties accessible through linked sites;
2. Balsamiq makes no representations or warranties whatsoever about any such third parties, their materials or services;
3. any dealings you may have with such third parties are at your own risk; and
4. Balsamiq shall not be liable or responsible for any materials or services offered by third parties.

Balsamiq does not control or endorse the materials found in any services and specifically disclaims any liability with regard to the site, services and any actions resulting from your use of the Balsamiq Cloud service and Balsamiq Materials and participation in any services. Managers, hosts, Space Owners, project members and other third parties are not authorized Balsamiq spokespersons, and their views do not necessarily reflect those of Balsamiq. To the maximum extent permitted by law, Balsamiq will have no liability related to user materials arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. Balsamiq also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user materials.

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Some states or jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to you. To the extent permissible, any implied warranties are limited to ninety (90) days.

Indemnity and Liability

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Document History

- 2017, Jun 14: created.

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