Balsamiq Hosted Plugin Terms of Use

Please read this document carefully before accessing or using the Balsamiq Hosted Plugin.

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, 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)**), 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=Hosted%20Plugin%20Terms%20Of%20Use%20Question)**.

What Is the Balsamiq Plugin in a Hosted Environment?

Balsamiq makes different versions of its software, here referred as Balsamiq Software. Some you install, some you use online, some you install as a plugin behind your firewall. Different versions have different License Agreement and Terms of Use.

This document describes the Terms of Use for those versions of Balsamiq Software that are used as a plugin to a web application that is hosted in the cloud.

More specifically, these products:

- Balsamiq Mockups 3 for Google Drive & Balsamiq Wireframes for Google Drive *(referred together as Balsamiq for Google Drive hereafter)*
- Balsamiq Mockups 3 for Confluence Cloud & Balsamiq Wireframes for Confluence Cloud *(referred together as Balsamiq for Confluence Cloud hereafter)*
- Balsamiq Mockups 3 for Jira Cloud & Balsamiq Wireframes for Jira Cloud *(referred together as Balsamiq for Jira Cloud hereafter)*
- Balsamiq Mockups when used on ux.stackexchange.com

When using the Plugin on a server that you host yourself behind the firewall, other terms apply: you can find the EULA **here (https://www.balsamiq.com/eulas)**.

Our web application, myBalsamiq, has **its own Terms of Service (https://docs.balsamiq.com/mybalsamiq/tos/)**.

Using a Balsamiq Plugin in a Hosted Environment Means Accepting These Terms

By accessing or using a Balsamiq plugin in a hosted environment in any way, 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 use the Balsamiq Plugin.

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=Hosted%20Plugin%20Terms%20Of%20Use%20Question)** 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 Plugin, you will implicitly accept the changes we make.

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

If you'd like to be notified every time we make a change to this document, please enter your email address below to subscribe to our "Balsamiq Hosted Plugin ToU changes" mailing list:

Breach of Terms

If you breach any of the terms and conditions in this document, your authorization to access or use the Balsamiq Plugin automatically terminates.

Support

The following versions of the Balsamiq Plugin are supported by Balsamiq:

- Balsamiq for Confluence Cloud
- Balsamiq for Jira Cloud
- Balsamiq for Google Drive

Support is provided via our Community Forums at **https://forums.balsamiq.com (https://forums.balsamiq.com)** as well via our support portal at **https://support.balsamiq.com (/)**

The Balsamiq Plugin is supported by the platform vendor when it's run as part of:

- ux.stackexchange.com – supported by StackExchange via **meta.ux.stackexchange.com (http://meta.ux.stackexchange.com)**

Access to Your Data / Privacy Policy

What Personal Data Do You Collect and Why?

We collect the following personal data:

- Name
- Company Name
- E-mail address
- Billing 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 Balsamiq Plugin customers are used to communicate account activity. This activity may include, but is not limited to, subscription status (renewal, cancelation, etc.), and account ownership verification. Inbound return email addresses are only used to send a reply.

Please be aware that your browser must be enabled to accept cookies from the domain you access the Balsamiq Plugin from in order for you to use the Plugin.

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 account owner with the credit card holder, your company's accounting department, or with Stripe when responding to a chargeback.

Who Can See My Password?

The Balsamiq Plugin does not request a password of its own, and it does not have access to the platform's password.

Who Can See My Credit Card Number?

No-one at Balsamiq. If you bought the Plugin from a platform vendor, please refer to their Terms of Use. If you bought it from us (Balsamiq for Google Drive), we use the very trustworthy and secure **Pin Payments (https://subs.pinpayments.com/)** and **Stripe (https://stripe.com)** payment services. Read about their security measures on the **Pin Payments Terms and Conditions (https://pin.net.au/terms)** and **Stripe Terms of Service (https://stripe.com/terms)** (in short, they encrypt your 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?

If you purchased from us, **this article (/sales/invoice/)** explains how to access and edit your information depending on what product you purchased. Otherwise please refer to the platform's Terms of Use documents.

Who Can See My Wireframes?

The Balsamiq Plugin follows the access control rules of the platform itself. In other words, if you attach a wireframe made with the Plugin to a wiki page or a bug report, only the platform users who have access to that wiki page or bug report will be able to see it.

If you notice this not being the case, please report the bug to us following the guidelines **below (#what-should-i-do-if-i-find-a-security-vulnerability-in-your-services)**.

In order to provide functionality such as autosave and real-time-collaboration, the Google Drive, Confluence Cloud and Jira Cloud plugins store a temporary copy of your projects on our servers, but regularly send the data back to the platform for official storage (as a Google Drive file or as a Jira issue attachment).

We keep this temporary data for 30 days. If there are errors sending it to the platform, we might keep the data for longer, as a backup.

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 you, the paying customer, as defined by your invoice.
- If you ask 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 ever ever 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 you informed as much as we can if this happens.

Who Else Has Access to My Data?

We host the temporary project 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 servers via SSH, and protect our AWS console passwords locally with 1Password and LastPass.

We log application data (email or platform user id, project id). We rotate logs with 14-days conservation. We stream logs from our servers to our own secure recorder server using SSL.

As mentioned **above (#who-can-see-my-credit-card-number)**, we rely on Pin Payments and 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?

Each temporary copy of our customers' data resides in its own database. We use software best practices to guarantee that only people who you designate as editors or viewers of your data can access it.

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 our servers. 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 always code-review security-related code internally before checking in, have an automated suite of tests against XSS 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.

To the best of our knowledge, our 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 experts to help us and verify that we're safe to resume service.

What Should I Do If I Find a Security Vulnerability in Your Services?

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.

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.com or available via the the Balsamiq Plugin 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 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 Balsamiq Plugin 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.

The trademarks, logos and service marks displayed on balsamiq.com or available via the Balsamiq Plugin are the property of Balsamiq Studios, LLC or other third parties. You are not permitted to use them without the prior written consent of Balsamiq Studios, LLC or such third party that may own the Marks. Balsamiq and the Balsamiq logo are trademarks of Giacomo Guilizzoni, licensed to Balsamiq Studios, LLC.

- Balsamiq Materials may not be modified or altered in any way.
- Balsamiq Materials 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 on balsamiq.com or available via the Balsamiq Plugin 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 with the Balsamiq Plugin.

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.

Reliability

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

In the cases below, we do not host the Balsamiq Plugin ourselves, so you should refer to the platform's Terms of Use (linked below) instead.

- ux.stackexchange.com – **Terms of Service (http://stackexchange.com/legal)**

For Balsamiq for Google Drive, Balsamiq for Confluence Cloud and Balsamiq for Jira Cloud, we do not guarantee continuous access to the Plugin. Like all other cloud-based applications, we are vulnerable to the inherent unreliability of the Internet.

That said, high reliability is something we are proud of and something we deliberately chose to compete on. That's why we have hired developers, system administrators and support staff both in California and Europe.

We monitor Balsamiq for Google Drive, Balsamiq for Confluence Cloud and Balsamiq for Jira Cloud closely and have set up automated alarms to be notified (via email and SMS) when the 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 these **Pingdom (http://www.pingdom.com)**–powered charts:
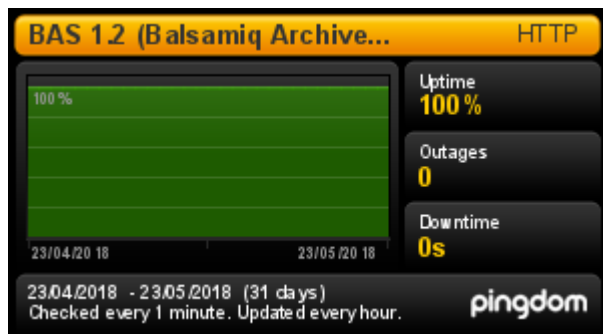
Play Nice Clauses

Use of the Balsamiq Plugin

You agree that you shall not:

- Disrupt, interfere or inhibit any other user from using and enjoying the Balsamiq Plugin or other affiliated or linked sites, materials or services.
- Access or use the Balsamiq Plugin in any manner that could damage, disable, overburden or impair any hosting server or the network(s) connected to any hosting server.

- Violate any applicable laws or regulations related to the access to or use of the Balsamiq Plugin, or engage in any activity prohibited by the Terms of Use.
- Violate the rights of Balsamiq or any third party (including rights of privacy and publicity) or abuse, defame, harass, stalk or threaten another using the Balsamiq Plugin.

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 Plugin 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 Plugin 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 the Balsamiq Plugin at any time in Balsamiq's sole discretion, without prior notice or liability to you.

Links to Third Party Sites

The Balsamiq Plugin may include links that will take you to other sites outside of balsamiq.com or the hosting platform. The linked sites are provided by Balsamiq to you 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.

Warranties and Disclaimers

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

The Balsamiq Plugin and Balsamiq Materials may include technical or other mistakes, inaccuracies, or typographical errors. Balsamiq may make changes to the Balsamiq Plugin, 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 Plugin and Balsamiq Materials may be out of date, and Balsamiq makes no commitment to update the Balsamiq Plugin, 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 Balsamiq Plugin, services and any actions resulting from your use of the Balsamiq Plugin and Balsamiq Materials and participation in any services. Balsamiq Plugin users 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.

The use of Balsamiq Plugin, Balsamiq Materials or the downloading or other use of any materials is done at your own discretion and risk and with your agreement that you will be solely responsible for any damage to your computer system, loss of data or other harm that

results from such activities. Balsamiq assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the Balsamiq Plugin or in connection with any services or materials. No advice or information, whether oral or written, obtained by you from Balsamiq or via the Balsamiq Plugin, services or materials shall create any warranty not expressly stated in the terms of use. Balsamiq will not be liable for any loss that you may incur as a result of someone else using your password or account with respect to the Balsamiq Plugin or any services or materials, either with or without your knowledge.

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

You agree to indemnify and hold Balsamiq and its officers, co-branders, other partners and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of:

1. your user materials and any other content (e.g. computer viruses) that you may submit, post to or transmit through the Balsamiq Plugin, including a third party's use of such user materials or content (e.g. reliance on the accuracy, completeness or usefulness of your user materials);
2. your access to or use of the Balsamiq Plugin (including any use by your employees, contractors or agents and all uses of your account numbers, user names and passwords, whether or not actually or expressly authorized by you, in connection with the Balsamiq Plugin);
3. your violation of the Terms of Use;
4. the actions of any member of your work group, including non-logged in users you have granted access to the Balsamiq Plugin;
5. your infringement of any third party's intellectual property rights when using any of the software made available via the Balsamiq Plugin;
6. your violation of any rights of any third party;
7. your access to or use of linked sites and your connections thereto; or
8. any dealings between you and any third parties advertising or promoting via the Balsamiq Plugin.

International Users

The Balsamiq Plugin can be accessed from countries around the world and may contain references to Balsamiq products, services and programs that are not available in your country. These references do not imply that Balsamiq intends to announce such products, services or programs in your country. The Balsamiq Plugin is controlled, operated and administered by Balsamiq Studios, LLC and its affiliates from their offices within the United States of America and Italy. Balsamiq makes no representation that the Balsamiq Plugin and

Balsamiq Materials are appropriate or available for use at other locations outside the United States, and access to the Balsamiq Plugin from territories where the Balsamiq Plugin, the Services or Materials are illegal is prohibited. If you access the Balsamiq Plugin from a location outside the United States, you are responsible for compliance with all local laws.

The export and re-export of Balsamiq Software are controlled by the United States Export Administration Regulations, and such Software may not be exported or re-exported to Cuba, Iran, Libya, North Korea, Sudan, Syria, or any country to which the United States embargoes goods. In addition, the Software may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

By accessing the Balsamiq Plugin and Balsamiq Materials, you are certifying that you are not a national of Cuba, Iran, Libya, North Korea, Sudan, Syria or any country to which the United States embargoes goods, and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

All Balsamiq Software, products and publications are commercial in nature. The Software and documentation available on balsamiq.com are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (A) only as Commercial Items and (B) with only those rights as are granted to all other users pursuant to the Terms of Use and the applicable license agreement.

Limitation of Liability

In no event shall Balsamiq, its officers, directors, employees, partners or suppliers be liable to you or any third party for any special, punitive, incidental, indirect or consequential damages or losses of any kind, or any damages or losses whatsoever, including those resulting from loss of use, data or profits, whether or not foreseeable or if Balsamiq has been advised of the possibility of such damages or losses, and on any theory of liability, including breach of contract or warranty, negligence or other tortious action, or any other claim arising out of or in connection with:

1. the access or use of or the inability to access or use the Balsamiq Plugin or Balsamiq Materials;
2. the statements or actions of any third party on or via the Balsamiq Plugin, services or materials;
3. any dealings with vendors or other third parties;
4. any unauthorized access to or alteration of your transmissions, user materials or other data;

5. any information that is sent or received or not sent or received;
6. any failure to store or loss of data, files, materials or other content;
7. any services available that are delayed or interrupted;
8. any web site referenced or linked to from this site; or
9. your access to or use of or inability to access or use any linked site.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth above may not apply to you.

Governing Law and Jurisdiction

The Balsamiq Plugin (excluding linked sites) is controlled by Balsamiq Studios, LLC from its offices within the state of California, United States of America. By accessing the Balsamiq Plugin, you agree that all matters relating to your access to, or use of the Balsamiq Plugin shall be governed by the statutes and laws of the State of California, without regard to the conflicts of laws principles thereof. The parties specifically disclaim the U.N. Convention on Contracts for the International Sale of Goods. You also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of San Francisco County and the United States District Court for the Northern District of California with respect to such matters.

General

The Terms of Use and other rules, guidelines, licenses and disclaimers posted via the Balsamiq Plugin or in connection with the Materials and Services constitute the entire agreement between Balsamiq and you with respect to your access to or use of the Balsamiq Plugin and materials superseding any prior agreements between you and Balsamiq on such subject matter (including any prior versions of the Terms of Use). Notwithstanding the foregoing, to the extent that any terms set forth in the Terms of Use expressly contradict any terms of a written agreement between you and Balsamiq regarding the use of specific Services or Materials (including Service-specific terms of use and Software-specific licenses) ("Executed Agreement"), such contradictory terms set forth in the Executed Agreement shall govern. You may also be subject to additional terms and conditions that may apply when you use other Balsamiq services, third party content or third party software. You may not assign or otherwise transfer the Terms of Use nor any right granted hereunder without Balsamiq's prior written consent. If for any reason a court of competent jurisdiction finds any provision of the Terms of Use, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.

Any failure by Balsamiq to enforce or exercise any provision of the Terms of Use or related right shall not constitute a waiver of that right or provision. The section titles used in the Terms of Use are purely for convenience and carry with them no legal or contractual effect.

Document History

- 2018, January 9: Defined Balsamiq for Confluence Cloud and Balsamiq for Jira Cloud to include new product name: Balsamiq Wireframes.
- 2017, September 5: Renamed document to "Balsamiq Hosted Plugin Terms of Use", defined Balsamiq Software and Balsamiq for Google Drive, clarified how we access data and added Privacy Policy subheader to that section.
- 2016, April 6: Added a couple of missing references to Balsamiq Mockups 3 for Confluence Cloud.
- 2016, April 4: Renamed "Balsamiq Mockups for Confluence when used in Atlassian Cloud" to "Balsamiq Mockups 3 for Confluence Cloud".
- 2016, January 22: removed mentions of Mockups for Fogbugz, as it no longer exists. Renamed "Balsamiq Mockups for Jira when used in Atlassian Cloud" to "Balsamiq Mockups 3 for Jira Cloud". Added a large section about data security since we now host a temporary copy of your data in Mockups 3 for Google Drive and Mockups 3 for Jira Cloud. Added Pingdom chart for the Balsamiq Collaboration Server.
- 2015, October 10: Fixed a link and added information about Stripe payment processor, which we are gradually migrating to.
- 2014, June 18: Edited to rectify that we do collect your billing address, changed the name of our payment processor from Spreedly to Pin Payments (Pin Payments acquired Spreedly), and edited the **How can I access or correct my information? (#update)** section to link to the relevant support page.
- 2012, Apr 24: First publication – Giacomo Guilizzoni