09 553 6489 · info@cloudtria.com · cloudtria.com
PO Box 302379, North Harbour, Auckland 0751, New Zealand

LEGAL & POLICIES

Version 1.5 | Effective 1 January 2026

These Terms of Service (the "Agreement") are an agreement between Cloudtria Limited ("Cloudtria" or "us" or "our") and you ("User" or "you" or "your"). This Agreement sets forth the general terms and conditions of your use of the products and services made available by Cloudtria and of the hosting.cloudtria.com website (collectively, the "Products/Services"). By using the Services, you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to use or access the Products/Services.

Cloudtria reserves the right to revise, modify, add or remove the terms and conditions of this Agreement at any time. In the event that we do so, we will notify you in accordance with the notice provisions of this Agreement. Take note of the Effective Date listed at the bottom of this Agreement. If we make changes to the terms and conditions, we will update the Effective Date to note the date of such changes. By continuing to use the Site after receiving notice of the updated Agreement, you agree to the new terms and conditions.

Additional Policies and Agreements

Use of the Services is also governed by the following policies, which are incorporated by reference. By using the Products/Services, you also agree to the terms of the following Privacy Policy.

Account Security

If any of the Products/Services on the Site require you to create an account, you must complete the registration process by providing us with true, current, complete and accurate information as prompted by the applicable registration form, and you will maintain and promptly update such information to keep it true, current, complete and accurate. You must select a password and an email. Cloudtria may provide you with tools to assist you in evaluating the strength of the password you select to access the Site and Products/Services, but we cannot guarantee that such password will provide absolute protection. Additionally, we are not responsible for the protection of any password you use to sign up to any of our newsletters and mailing lists. We will periodically email you the password you use for such newsletters and mailing lists so that password will be inherently insecure. You should use a different password for your account other than the password you use for our newsletters and mailing lists.

You are responsible for maintaining the confidentiality of your password and account. Furthermore, you are responsible for any and all activities that occur under your account. You agree to notify Cloudtria immediately of any unauthorized use of your account or any other breach of security. Cloudtria will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by Cloudtria or another party due to someone else using your account or password. You may not use anyone else's account at any time. If you provide any information that is false, inaccurate, out of date or incomplete, or if Cloudtria has reasonable grounds to suspect that such information is false, inaccurate, not current or incomplete, Cloudtria may suspend or terminate your account and refuse any and all current or future use of the

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Product/Services, the Site or any portion thereof.

Service Provision

The Cloudtria Products is supplied by hosting.cloudtria.com, and is licensed, not sold, under the terms of the EULA. hosting.cloudtria.com reserves all rights not expressly granted to you and hosting.cloudtria.com retains the ownership of the Products.

License holders are not permitted to “borrow”, “lend” or “sell” licenses to any third parties except in the case of license transfers as detailed later on in the agreement. Any licenses found to be being used in this way will be revoked without recourse.

hosting.cloudtria.com reserve the right to refuse service at their discretion.

End User License Agreement

The EULA Agreement is included in the Product download package. By installing, copying, or otherwise using the product, you agree to be bound by the terms of the EULA.

Renewals & Payments

Payments are accepted via PayPal and Stripe

Products Update automatically renew until cancelled. Payment is due on the quarterly of the date of signup each month. If payment is not received within 5 days of the due date, Cloudtria will suspend the Products update until full payment is received and reserves the right to suspend any and all related services for the account in question.

For services, payments are due in advance of any work commencing. For larger custom development services, payments may be split into multiple payments, commonly consisting of a 50% deposit prior to any work commencing, and the remainder upon completion, however this option will only be offered at Cloudtria discretion.

Should we receive a chargeback or disputed payment, all services will be revoked until any disputed amounts have been repaid, plus any fees incurred which are typically $20 per chargeback.

Delivery

All licenses are normally issued instantly upon confirmation of receipt of payment from the gateway processor. Should your payment turn out to be fraudulent, the license will be suspended and you will be expected to repay the amount + any fees incurred.

Products Source Code will be send to the PayPal payment email manually and these usually take between 24 & 48 hours

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to complete, but this is not a guaranteed turnaround time.

Our professional setup & installation services usually take between 24 & 48 hours to complete, but this is not a guaranteed turnaround time, and at peak times such as new releases, they will often take longer.

Cancellations & Refunds Policy

Any monies paid for products update renewals prior to a cancellation request being submitted are non-refundable. The same applies to any services, where once the service has been started, any fees paid also become non-refundable.

Cloudtria reserves the right to cancel service and access to the service at any time. If a customer breaks the terms of the Cloudtria EULA or Terms of Service, a refund will not be available.

Due to the nature of digital goods products, that we sell (digitally downloadable products) we are unable to provide refunds if you have downloaded the product under any circumstances. This is because once downloaded, you will have access to the files we charge for.

Any charge-backs you attempt to make via PayPal will be argued strenuously by us with reference to these terms and conditions of sale. You must ensure you fully read our terms as well as the website description of any Product you purchase, as no refunds will be available unless the product you purchased is significantly different from what is described by us on this website.

Support

Support will only be provided for paid Products/Services if your account is in good standing. If there are outstanding payment issues relating to your account, or you are using a free product, support will not be provided.

We reserve the right to refuse user support for any reason, such as, but not limited to, abusive or offensive communication directed towards our staff.

Support Data

In order to provide the Services to you, Cloudtria may collect information from you including but not limited to: (a) IP addresses, usernames and passwords necessary to login to WHMCS, FTP, cPanel and the Licensed Product root directory; (b) the usernames and passwords necessary to login into any affected accounts including FTP accounts, cPanel accounts, MySQL accounts and other accounts; and (c) other information that you voluntarily supply or that Cloudtria requests in order to resolve your Incident ((a) through (c) collectively, “Support Data”). Cloudtria will use commercially reasonable efforts to preserve the security of the Support Data by using reasonable physical and electronic security measures (except to the extent Cloudtria is required or permitted to disclose, access or use such information by Applicable Law), but Cloudtria cannot guarantee the security of such data. To the extent that Applicable Law requires that you obtain any consents, permissions or licenses from third parties (including Third Party Users) or to give any

notices or disclaimers to third parties (including Third Party Users) prior your disclosure of Support Data to Cloudtria, you agree to comply with such Applicable Laws prior your disclosure of Support Data to Cloudtria.

Links to Third Party Sites

This Site may contain links to third-party websites posted to the Site by Cloudtria. Cloudtria does not control such third-party sites or the content of such sites. Cloudtria does not endorse and is not responsible for such third-party sites or content. Use your best judgment when navigating away from the Site.

Disclaimer of Warranty

CLOUDTRIA DOES NOT WARRANT THAT THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT WILL OPERATE ERROR-FREE OR THAT THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE SITE, PRODUCTS/SERVICES, CPANEL CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, CLOUDTRIA IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. CLOUDTRIA, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. CLOUDTRIA MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT.

Disclaimer of Consequential Damages

UNDER NO CIRCUMSTANCES SHALL CLOUDTRIA BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF CLOUDTRIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT, FROM INABILITY TO USE THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE, PRODUCTS/SERVICES, CLOUDTRIA CONTENT OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitation may not apply to you.

Indemnification

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You shall indemnify, defend and hold harmless Cloudtria and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns (and its directors, officers, staff, employees and agents and their respective successors, heirs and assigns) (collectively, the “Cloudtria Parties”) against any liability, damage, loss or expense (including reasonable attorneys’ fees and expenses of litigation) incurred by or imposed upon the Cloudtria Parties or any one of them in connection with any claims, suits, actions, demands or judgments (“Claims”) related directly or indirectly to or arising out of (a) your use of the Site or Services; (b) your breach of this Agreement or any representations and warranties made by you in this Agreement; and (c) your violation of any third-party rights.

Termination

You may terminate this Agreement with or without cause at any time by providing notice to Cloudtria using the notice provisions of this Agreement; provided, however, that Cloudtria may preserve your account information to the extent required or permitted by Law. Cloudtria may terminate this Agreement or terminate, suspend or disable your access to the Site or Products/Services at any time for any reason with or without notice. If Cloudtria elects to provide you notice of such termination, we may use any notification method set forth in the Notices section of this Agreement.

Price Change

Cloudtria reserves the right to change prices or any other charges at any time. We will provide you with at least thirty (30) days notice before charging you with any price change. It is your sole responsibility to periodically review billing information provided by Cloudtria through the user billing tool or through other methods of communication, including notices sent or posted by Cloudtria.

License Transfer Policy

We allow our products to be re-sold or transferred once per license key (fees apply). Products are not eligible for transfer until at least 3 months have passed from the date of purchase.

Before any sale or transfer, please contact us to verify eligibility of your license key. Upon request of the transfer, we will issue an invoice for the license transfer fee (currently 15% of the product price). Once paid, we will request from you the name, email address and details of the new owner for the license to be transferred to. All transfers are final and cannot be reversed.

Trademarks

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