Terms of Service Agreement

The terms that govern your use of the CloudQA website and services, provided by Statnetics, LLC.

Last updated: October 17, 2026

These Terms of Service (the "Terms") are a legally binding agreement between you and **Statnetics, LLC**, doing business as **CloudQA** ("CloudQA," "Statnetics," "we," "us" or "our"). They govern your access to and use of our websites (including cloudqa.io and statnetics.com), the CloudQA platform (including app.cloudqa.io), browser extensions, local and private agents, APIs, free tools, and any managed testing, load testing, synthetic monitoring, consulting or other services we provide (together, the "Services").

Please read carefully. Section 18 requires most disputes to be resolved by binding individual arbitration and waives class actions and jury trials. Sections 15 and 16 disclaim warranties and limit our liability. Section 5 makes you solely responsible for the systems you test.

1. Acceptance and eligibility

1.1 By creating an account, signing an order form, clicking to accept, installing a browser extension or agent, or otherwise accessing or using the Services, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Services.

1.2 **Business use only.** The Services are designed for businesses and professionals. They are not offered to consumers for personal, family or household purposes. You must be at least 18 years old and able to form a binding contract.

1.3 **Acting for an organization.** If you use the Services on behalf of a company or other organization, you represent that you have authority to bind it to these Terms, and "you" means that organization. You are responsible for every person who uses the Services under your account.

1.4 **Order of precedence.** If you sign an order form, statement of work or other written agreement with us that expressly refers to these Terms, that document controls over these Terms for the specific matter it covers. Otherwise these Terms control. Terms in your purchase orders or vendor forms do not apply, even if we accept or sign them.

2. Definitions

- **"Customer Data"** means data, test scripts, test cases, recordings, screenshots, files and other content that you or your users submit to the Services, and the results generated from it for you.
- **"Order"** means an online plan selection, order form, quote, invoice or statement of work ("SOW") for the Services.
- **"Free Services"** means free plans, trials, free tools, previews, beta, early access and waitlist features.
- **"Target Systems"** means any website, application, API, server, domain, IP address, email address or other system that you access, record, test, monitor or load through the Services.

- **"CloudQA Parties"** means Statnetics, LLC, its affiliates, and their respective members, managers, officers, employees, contractors, agents, licensors, successors and assigns.

3. Accounts and security

3.1 You must give accurate, current and complete information and keep it up to date. 3.2 You are responsible for keeping your credentials and API keys confidential and for all activity under your account, whether or not you authorized it. Notify us promptly at info@cloudqa.io of any unauthorized use. 3.3 We may refuse registration, reclaim usernames, or suspend accounts that contain false information or that we reasonably believe are compromised or misused.

4. Your right to use the Services

4.1 Subject to these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right during your subscription term to use the Services for your internal business purpose of testing, monitoring and assuring the quality of software you own or are authorized to test.

4.2 **Restrictions.** You will not, and will not allow anyone to: (a) copy, modify, translate or create derivative works of the Services; (b) reverse engineer, decompile or disassemble any part of the Services, except to the limited extent applicable law expressly permits despite this restriction; (c) sell, resell, rent, lease, sublicense, or provide the Services to third parties as a service bureau, unless you are an authorized CloudQA partner acting under a written agreement; (d) access the Services to build a competing product, or copy features, designs or content; (e) run benchmark or competitive tests of the Services for publication without our written consent; (f) bypass, disable or interfere with security, usage limits or access controls; (g) remove proprietary notices; (h) use automated means to scrape our websites; or (i) use the Services in violation of law or these Terms.

5. Authorization to test and acceptable use

5.1 **You must be authorized.** You represent and warrant that, before you point the Services at any Target System, you own it or have obtained all permissions required from its owner and any hosting, cloud, CDN or other provider involved. This applies especially to load testing, monitoring, crawling, form submission and email testing.

5.2 **You are solely responsible for Target Systems.** Automated tests and load tests can create, change or delete data, submit forms and orders, send emails or messages, trigger transactions, generate traffic, consume resources and cause slowdowns, outages or charges on Target Systems and connected services. You are solely responsible for choosing what to test, when, how often and at what volume; for using appropriate test environments, test accounts and test data; for backups; and for every consequence of the tests you run or request, including tests we run for you under an SOW following your instructions.

5.3 **Prohibited uses.** You will not use the Services to: (a) conduct denial-of-service attacks, stress or load third-party systems without written authorization, or intentionally degrade any service; (b) perform penetration testing, vulnerability scanning or security testing of systems you are not authorized to test; (c) access accounts, data or systems without authorization, or use credentials that are not yours to use; (d) send spam, phishing or unsolicited messages, including through email testing tools; (e) upload or transmit malware or harmful code; (f) store or process content that is unlawful, infringing, defamatory, obscene or that violates privacy or publicity rights; (g) violate any law, including data protection, consumer protection, anti-spam

and computer misuse laws; or (h) use the Services in high-risk environments where failure could lead to death, personal injury or severe physical or environmental damage.

5.4 **Load testing and synthetic monitoring.** Load testing is provided as a service on request and synthetic monitoring is set up with our team. Before we run them, you must confirm in writing that you are authorized and must tell your hosting and infrastructure providers where required. We may pause or stop any load test or monitor at any time if we believe it is causing harm or may be unauthorized.

5.5 **Fair use.** Plans include usage limits. We may throttle, queue or suspend use that exceeds your plan or that threatens the stability or security of the Services or other customers.

6. Customer Data

6.1 **Ownership.** As between you and us, you own Customer Data. You grant the CloudQA Parties a worldwide, non-exclusive, royalty-free license to host, copy, process, transmit and display Customer Data as needed to provide, secure, support and improve the Services, to comply with law, and as described in our Privacy Policy.

6.2 **Your responsibilities.** You are solely responsible for the accuracy, quality, legality and content of Customer Data, and for having all rights, notices and consents needed for us to process it. **Use test data whenever possible.** Do not submit to the Services any of the following unless we have expressly agreed in a signed writing: protected health information under HIPAA, payment card data subject to PCI DSS, government identification numbers, financial account credentials, biometric data, data about children, or other special-category or sensitive personal data. We are not a HIPAA business associate and have no PCI DSS obligations unless we sign an agreement saying so.

6.3 **Personal data.** To the extent we process personal data in Customer Data on your behalf, we act as your processor or service provider, and you act as the controller or business. A Data Processing Addendum is available on request and, once signed, forms part of these Terms.

6.4 **Backups.** We take reasonable steps to protect Customer Data, but you are responsible for keeping your own copies of test scripts and other Customer Data that you need. We are not liable for loss or corruption of Customer Data except as expressly stated in a signed agreement.

6.5 **Usage and aggregated data.** We may collect and use data about how the Services are used and perform, and may create de-identified and aggregated data from Customer Data, to operate, secure, analyze, develop and improve our products and services, including features that use machine learning or artificial intelligence. We own such data. We will not identify you or any individual from it to third parties, and we will not use your proprietary source code or personal data in it for model training that is shared outside the Services.

7. AI-assisted features and outputs

7.1 Some Services, such as the AI Test Case Generator and self-healing locator recovery, use automated or AI-assisted techniques. CloudQA test runs follow your recorded steps; self-healing is attempted only after a step fails, and any recovery is reported to you for review.

7.2 Outputs generated by these features ("Outputs") may be incomplete, inaccurate or inappropriate for your purpose and may be similar to outputs provided to others. You are responsible for reviewing and validating Outputs before relying on them. Inputs to AI-assisted

features may be processed by third-party model providers acting as our service providers. Do not submit confidential or personal information to free AI tools.

8. Free tools, trials, beta and waitlist features

Free Services are provided **"as is," without any warranty, support, service level or indemnity**, and may be changed, limited or discontinued at any time without notice. Data in Free Services, including disposable email inboxes, mock APIs and uploaded files, may be publicly accessible to anyone with the link or address and may be deleted at any time. Do not use Free Services with real personal, confidential or production data. Joining a waitlist does not create any commitment by us to offer a feature, date or price. **To the maximum extent permitted by law, the CloudQA Parties' total liability arising out of Free Services is zero dollars (US$0).**

9. Managed and professional services

9.1 Managed testing, test creation, load testing, monitoring setup, consulting and other professional services are described in an Order or SOW. Unless the SOW says otherwise, estimates are good-faith estimates, not fixed prices or deadlines.

9.2 You will provide timely access to environments, test accounts, data, documentation and decision-makers. Delays you cause extend our timelines and may incur additional fees.

9.3 Deliverables are deemed accepted ten (10) business days after delivery unless you give us written notice of a material non-conformity with the SOW. Our sole obligation for a non-conforming deliverable is to correct it within a reasonable time or, if we cannot, refund the fees paid for that deliverable.

9.4 Testing reduces but cannot eliminate risk. **We do not guarantee that any testing, whether automated or manual, will find all defects, vulnerabilities or performance problems.** You remain solely responsible for your software, release decisions and production systems.

9.5 During an SOW and for twelve (12) months after it ends, you will not directly solicit for employment any of our personnel or contractors who performed the services, without our written consent. This does not restrict general job advertisements not targeted at them.

10. Third-party services

The Services may interoperate with third-party products such as CI/CD tools, issue trackers, browsers, cloud providers, payment processors, scheduling tools and AI model providers. Your use of them is governed by their terms. We do not control and are not responsible for third-party services, their availability, security or changes, or any data you share with them. Links to third-party websites are provided for convenience only.

11. Fees, billing and taxes

11.1 You will pay all fees in your Order or plan. Unless the Order says otherwise, subscriptions are billed in advance monthly or annually and services are billed as described in the SOW. Fees are in U.S. dollars.

11.2 **Automatic renewal.** Subscriptions renew automatically for the same term unless you cancel before the end of the current term in your account settings or by written notice. You authorize us and our payment processors to charge your payment method for each renewal and for usage above your plan until you cancel.

11.3 **No refunds.** Except where these Terms or applicable law expressly provide otherwise, all fees are non-cancellable and non-refundable, including for partial periods, unused time, unused runs or downgrades.

11.4 **Late payment.** Overdue amounts accrue interest at 1.5% per month or the highest rate allowed by law, whichever is lower. We may suspend the Services for amounts more than fifteen (15) days overdue after notice. You will reimburse our reasonable costs of collection, including attorneys' fees.

11.5 **Taxes.** Fees exclude taxes. You are responsible for all sales, use, value-added, withholding and similar taxes, other than taxes on our net income.

11.6 **Price changes.** We may change prices for any renewal term by giving at least thirty (30) days' notice. Billing disputes must be raised in writing within thirty (30) days of the invoice or charge, or they are waived.

12. Confidentiality

Each party may receive non-public information from the other that is marked confidential or should reasonably be understood to be confidential ("Confidential Information"). The recipient will use it only to perform under these Terms, protect it with at least reasonable care, and disclose it only to personnel and advisers who need to know it and are bound by similar obligations. These obligations do not apply to information that is or becomes public through no fault of the recipient, was already known to it, is independently developed, or is rightfully received from a third party. A recipient may disclose Confidential Information if required by law after giving reasonable notice where lawful. Our pricing, non-public product information and these Services' design are our Confidential Information.

13. Intellectual property

13.1 The Services, including our record-and-playback technology, software, algorithms, documentation, websites, content, designs, and the CloudQA and Statnetics names and logos, are owned by us or our licensors and protected by intellectual property laws. Except for the limited rights expressly granted in these Terms, no rights are granted to you, by implication or otherwise.

13.2 **Feedback.** If you give us suggestions, ideas or feedback, we may use them for any purpose without restriction or compensation, and they are not your Confidential Information.

13.3 **Customer references.** Unless you tell us in writing not to, we may identify you as a customer by name and logo on our websites and in marketing materials. We will not publish case studies or quotes without your approval.

13.4 **Copyright complaints.** If you believe content on the Services infringes your copyright, send a notice with the information required by 17 U.S.C. § 512(c)(3) to the contact details in Section 22.

14. Term, suspension and termination

14.1 These Terms apply from your first use of the Services until all subscriptions and SOWs have ended and you stop using the Services.

14.2 We may suspend or terminate your access immediately, without liability, if we reasonably believe you have breached Section 4 or 5, failed to pay, created a security, legal or operational

risk, or if required by law. We may also discontinue any Service or Free Service, and if we discontinue a paid Service before the end of your prepaid term without cause, our sole liability is to refund the prepaid fees for the remaining period.

14.3 Either party may terminate a paid subscription or SOW if the other materially breaches these Terms and does not cure the breach within thirty (30) days after written notice.

14.4 On termination, your rights to use the Services end and all unpaid fees become due. For thirty (30) days after termination of a paid subscription, on request, we will make your test scripts available for export where the Services support it. After that period we may delete Customer Data, except as required by law or retained in routine backups until they expire. Sections that by their nature should survive will survive, including Sections 5.2, 6.4 to 6.5, 8, 9.4, 11, 12, 13, 15, 16, 17, 18 and 21.

15. Disclaimer of warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, OUTPUTS, DELIVERABLES AND ALL CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS. THE CLOUDQA PARTIES DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; THAT TESTS, MONITORS OR LOAD TESTS WILL RUN AT ANY PARTICULAR TIME OR FREQUENCY; THAT RESULTS, ALERTS, REPORTS OR OUTPUTS WILL BE ACCURATE OR COMPLETE; THAT ANY DEFECT, OUTAGE OR VULNERABILITY WILL BE DETECTED; OR THAT DATA WILL NOT BE LOST. ANY UPTIME OR RESPONSE TARGETS ARE GOALS ONLY UNLESS A SERVICE LEVEL AGREEMENT IS SIGNED BY US. YOU USE THE SERVICES AT YOUR OWN RISK. Some jurisdictions do not allow certain disclaimers, so some of the above may not apply to you, in which case such warranties are limited to the shortest period permitted by law.

16. Limitation of liability

16.1 **Excluded damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE CLOUDQA PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, ANTICIPATED SAVINGS OR DATA, BUSINESS INTERRUPTION, DOWNTIME OF TARGET SYSTEMS, COST OF SUBSTITUTE SERVICES, OR DAMAGES CAUSED BY TESTS, MONITORS OR LOAD TESTS RUN AGAINST TARGET SYSTEMS, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), EVEN IF ADVISED OF THEIR POSSIBILITY.

16.2 **Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CLOUDQA PARTIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND THE SERVICES WILL NOT EXCEED THE GREATER OF (A) THE FEES YOU ACTUALLY PAID TO US FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE THREE (3) MONTHS BEFORE THE FIRST EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED U.S. DOLLARS (US$100), EXCEPT THAT LIABILITY FOR FREE SERVICES IS LIMITED AS STATED IN SECTION 8. MULTIPLE CLAIMS DO NOT ENLARGE THIS LIMIT.

16.3 **Basis of the bargain.** These limitations apply even if a remedy fails of its essential purpose. They are an essential basis of the bargain between the parties, and our fees reflect them. Nothing in these Terms limits liability that cannot be limited under applicable law, such as liability for fraud or, where required, gross negligence or willful misconduct.

16.4 **Time limit for claims.** To the extent permitted by law, any claim against the CloudQA Parties must be brought within one (1) year after the cause of action arises, or it is permanently barred.

17. Indemnification

17.1 You will defend, indemnify and hold harmless the CloudQA Parties from and against all claims, demands, actions, investigations, losses, damages, fines, penalties, liabilities, costs and expenses (including reasonable attorneys' and experts' fees) arising out of or relating to: (a) your or your users' use of the Services; (b) Customer Data; (c) any test, monitor, load test, crawl or other activity run against any Target System by you or by us at your request; (d) any claim that you lacked authorization to test a Target System; (e) your breach of these Terms or of law; or (f) your violation of any third-party right, including intellectual property and privacy rights.

17.2 We will give you prompt notice of a claim (though delay only relieves you to the extent you are materially prejudiced), reasonable cooperation at your expense, and control of the defense, provided that you may not settle any claim that imposes obligations or admits fault on behalf of any CloudQA Party without our prior written consent. We may participate with our own counsel at our own expense.

18. Dispute resolution and arbitration

18.1 **Governing law.** These Terms and any dispute arising out of or relating to them or the Services ("Dispute") are governed by the laws of the State of Florida and applicable U.S. federal law, including the Federal Arbitration Act, without regard to conflict-of-law rules. The UN Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

18.2 **Informal resolution first.** Before starting arbitration or a lawsuit, the party raising a Dispute must send a written description of it to the other party, and both will try in good faith to resolve it for at least sixty (60) days.

18.3 **Binding arbitration.** Any Dispute not resolved informally will be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, before a single arbitrator. The seat and place of arbitration will be Miami-Dade County, Florida, and hearings may be held by video. The arbitrator may award any relief available in court on an individual basis, subject to Sections 15 and 16. Judgment on the award may be entered in any court of competent jurisdiction. The arbitration and its results are confidential except as needed to enforce an award.

18.4 **Exceptions.** Either party may (a) bring an individual claim in small claims court if it qualifies; (b) seek injunctive or other equitable relief in court to protect its intellectual property, Confidential Information or the security of the Services; and (c) we may bring an action in court to collect unpaid fees. Any court proceedings permitted by these Terms will be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and each party consents to their personal jurisdiction and venue.

18.5 **Class action and jury trial waiver.** DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS. NEITHER PARTY MAY BRING, JOIN OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. TO THE EXTENT ANY DISPUTE PROCEEDS IN COURT, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. If this class action waiver is found unenforceable for a Dispute, that Dispute (and only that Dispute) will be decided in court under Section 18.4, not in arbitration.

19. Export controls and compliance

You will comply with all applicable export control and economic sanctions laws, including those of the United States. You represent that you are not located in, or ordinarily resident in, a country or region subject to comprehensive U.S. sanctions, and are not on any U.S. government restricted-party list. You will not use the Services for any prohibited end use. You will comply with applicable anti-bribery and anti-corruption laws in connection with these Terms.

20. Changes to the Services and these Terms

We may update the Services at any time. We may change these Terms by posting an updated version on this page and updating the "Last updated" date. If a change is material, we will make reasonable efforts to notify account owners by email or in the Services at least fifteen (15) days before it takes effect, except for changes required by law or made for security reasons, which may take effect immediately. Your continued use of the Services after the effective date means you accept the changed Terms. Changes do not apply retroactively to a Dispute that arose before the change. If you do not agree, you must stop using the Services and may cancel as described in Section 11.

21. General terms

21.1 **Electronic communications and notices.** You consent to receive agreements, notices and other communications electronically, and they satisfy any legal requirement to be in writing. We may give notice by email to your account address or by posting in the Services. Legal notices to us must be sent by email to info@cloudqa.io and by courier or certified mail to the address in Section 22.

21.2 **Assignment.** You may not assign or transfer these Terms without our prior written consent. We may assign these Terms, including to an affiliate or in connection with a merger, acquisition, reorganization or sale of assets. Any prohibited assignment is void.

21.3 **Force majeure.** We are not liable for any delay or failure caused by events beyond our reasonable control, including acts of God, natural disasters, pandemics, war, terrorism, civil unrest, labor disputes, government action, power or internet failures, failures of cloud, hosting or other third-party providers, and cyberattacks.

21.4 **Relationship.** The parties are independent contractors. Nothing in these Terms creates a partnership, joint venture, agency, fiduciary or employment relationship.

21.5 **Third-party beneficiaries.** The CloudQA Parties are intended third-party beneficiaries of Sections 15, 16, 17 and 18. There are no other third-party beneficiaries.

21.6 **Severability and waiver.** If any provision is held unenforceable, it will be enforced to the maximum extent permissible and the rest of these Terms will remain in effect. Failure to enforce a provision is not a waiver.

21.7 **Entire agreement.** These Terms, the Privacy Policy and any Orders, SOWs and signed addenda are the entire agreement between the parties on their subject matter and supersede all prior or contemporaneous agreements, proposals and representations. Headings are for convenience only, and "including" means "including without limitation." These Terms are written in English, which controls over any translation.

21.8 **U.S. government users.** The Services are "commercial computer software" and "commercial computer software documentation" provided with only the rights in these Terms, under FAR 12.212 and DFARS 227.7202.

21.9 **California users.** Under California Civil Code Section 1789.3, California users may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

22. Contact us

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