myBalsamiq Terms of Use and Privacy Policy

Please read this document carefully before accessing or using myBalsamiq.

Introduction

English, Not Legalese

Most Terms of Service 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/#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=myBalsamiq%20ToS%20Question).

Using myBalsamiq Means Accepting These Terms

By accessing or using myBalsamiq in any way, whether you have created your own myBalsamiq site or are invited to someone else’s site 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 myBalsamiq.

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:eldi@balsamiq.com?subject=myBalsamiq%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 myBalsamiq 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 “myBalsamiq ToS changes” mailing list:

Email:  

Breach of Terms

If you breach any of the terms and conditions in this document, your authorization to access or use myBalsamiq automatically terminates. Any materials downloaded or printed from myBalsamiq 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 myBalsamiq 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=myBalsamiq%20access%20restricted%20by%20accident%3F) and we’ll give you our reasoning. We also have a quick way to restore access without losing any of your data.

Support

Support for myBalsamiq 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 myBalsamiq site owners. If you have an issue with your myBalsamiq site, contact your site owner first.
If you are a site owner, you can customize your myBalsamiq subdomain and upload your logo to your myBalsamiq site. As a site owner, you invite staffers and they can invite project members. You as a site owner are responsible for first-level support to the people you and your site’s staff members invite.

We also continuously update the myBalsamiq Documentation (/mybalsamiq/) so that users can help themselves and site 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

What Personal Data Do You Collect and Why?

We collect the following personal data:

Name
E-mail address
Billing Address
IP Address
Optional Phone number and Skype ID
Optional Geographical location
Optional Working hours

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 site owner, secondary billing 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 site 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 site. Therefore, your browser must be enabled to accept cookies from mybalsamiq.com in order for you to use myBalsamiq.

We collect the IP addresses of everyone who registers with myBalsamiq. 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 the site owner 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 site owner and secondary billing 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 store your password encrypted so no-one can read it. For encrypting the passwords, we use SHA512 hashing and a unique random salt for each user.

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 shall 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 myBalsamiq, we don’t have LDAP or OAuth integration at the moment.

Balsamiq staff will never change a password for you, nor change the site owner. Here’s an article that describes how you can change the site owner of a myBalsamiq site yourself ([https://support.balsamiq.com/mybalsamiq/siteownerleft/](https://support.balsamiq.com/mybalsamiq/siteownerleft/)).

**Who Can See My Credit Card Number?**


Once you sign up Pin Payments or Stripe will charge your card each month. Pin Payments, Stripe and Balsamiq are all 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 myBalsamiq site you have access to and visiting the settings pages.

You can download your projects’ data at any time in a simple ZIP format containing BMML files and images.

You can delete your user account or site at any time. We keep your data around for at least 1 month and at the most 9 months, so that we can recover it if you deleted your site by mistake.

If you delete your site manually, or if your site gets suspended for payment and stays in that state for more than 1 month, we retain the right to destroy your site completely (thus “releasing” its subdomain), based on our best judgment.

What Are the System Requirements for Using myBalsamiq?

A modern web browser (Internet Explorer users need IE11 or higher) with cookies and javascript enabled and Adobe Flash Player version 10.2 and above is all that’s needed. Your clients have to be able to access the myBalsamiq servers, on ports 80 and 443.

myBalsamiq stores auto-save data and other settings in Flash Local SharedObjects on the end user’s computer. We do not clear those on exit. myBalsamiq does not use ActiveX or Java in the browser.

Who Can See My Wireframes?

It depends on the project access level you choose for your projects. By default, each project is private, but the site owner or any staff member who’s part of that project can make it public (/mybalsamiq/project/#setting-access-control).

For private projects: the only people who can see your wireframes are staff members invited to the project, project members, your site owner and some balsamiq employees (#what-are-the-guidelines-balsamiq-follows-when-accessing-my-data).

If you send an image permalink or a prototype view link to someone, they will be able to access that image or prototype view, even without logging in. The link is intentionally very long and hard to guess.

For website, blog and wiki projects: anyone with a link to your site can see your wireframes. Your public projects will also be indexed by search engines.

We use HTTPS and SSL (256-encryption) to transfer all data. Other than passwords, data is not encrypted when stored in our database (for performance reasons).
Users cannot create other users but they can invite them to the site. The site owner has the ability to get notified (/mybalsamiq/sitesettings/#administration) for any invitation and joining action, and to remove users at any time. The myBalsamiq access control matrix (/mybalsamiq/accesscontrolmatrix/) has all the details.

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 site owner.
- If the site owner or a site 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 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 your site owner 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 and other data is stored on S3. 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 myBalsamiq servers via SSH, and protect our AWS console passwords locally with 1Password and LastPass.

We log application data (username and email, subdomain and project name). 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?
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 myBalsamiq. 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.

Our myBalsamiq 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 myBalsamiq?

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 myBalsamiq on My Own Servers, behind the Firewall?

Not at the moment, no. We offer other solutions (Mockups for Desktop, plugin versions) that allow you to keep your data on your servers. Compare our products here (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 myBalsamiq 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 myBalsamiq 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 on myBalsamiq may not be distributed or sold, rented, leased, licensed or otherwise made available to others.
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• 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 myBalsamiq 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 myBalsamiq nor the **project and account assets (/mybalsamiq/assets/)** your users upload.

We leave it to each myBalsamiq site owner to decide who should own the IP of the wireframes created using their myBalsamiq site. We encourage site owners to make their policy clear to their site users, either via email or by posting it on their myBalsamiq site.

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 myBalsamiq; however, Balsamiq may remove any posted or submitted user materials from myBalsamiq 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 myBalsamiq 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 myBalsamiq. 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 myBalsamiq, you may be exposed to user materials from others that are offensive, indecent or otherwise objectionable.

Reliability

Do You Guarantee That myBalsamiq 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 myBalsamiq 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 myBalsamiq closely and have set up automated alarms to be notified (via email and SMS) when the myBalsamiq 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 (https://www.pingdom.com)–powered chart (click for more info):

![myBalsamiq Uptime Chart](http://stats.pingdom.com/dav3wniwmzif/231278/history)

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

How Is Our Data Backed Up?
Your wireframe images are saved on Amazon Simple Storage Service (http://aws.amazon.com/s3/), which provides an SLA of 99.999999999% durability and 99.99% availability of object over a given year (link (http://aws.amazon.com/s3-sla/)).

Your wireframe data, site settings and projects information are saved (unencrypted other than passwords) in our database, which runs on Amazon 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) 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 (atomic bomb over Virginia?), 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 on S3.

Play Nice Clauses

Use of myBalsamiq

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 myBalsamiq 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 myBalsamiq service, Balsamiq Materials, systems resources, accounts, passwords, servers or networks connected to or accessible through myBalsamiq or any affiliated or linked sites.
• Transmit unsolicited or bulk communications to any myBalsamiq account holder or to any mybalsamiq.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 myBalsamiq service or other affiliated or linked sites, materials or services.
• Access or use myBalsamiq in any manner that could damage, disable, overburden or impair any myBalsamiq server or the network(s) connected to any myBalsamiq server.
• Violate any applicable laws or regulations related to the access to or use of myBalsamiq, 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 myBalsamiq 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 myBalsamiq 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 myBalsamiq 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 myBalsamiq 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.

**Subdomain Squatting**

You may not engage in subdomain squatting. myBalsamiq sites that are inactive for more than 6 months may also be removed without further notice. Some of the factors that we take into account when determining what conduct is considered to be subdomain squatting are:

- the number myBalsamiq sites created
- creating myBalsamiq sites for the purpose of preventing others from using those account names
- creating myBalsamiq sites for the purpose of selling those accounts

Attempts to sell, buy, or solicit other forms of payment in exchange for myBalsamiq subdomains are also violations and may result in permanent account suspension.

**Restriction and Termination of Use**

Balsamiq may block, restrict, disable, suspend or terminate your access to all or part of myBalsamiq 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 myBalsamiq or on sites linked to from myBalsamiq, please provide written notification of claimed copyright infringement to the designated agent for myBalsamiq (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 myBalsamiq;
- 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

myBalsamiq may include links that will take you to other sites outside of the myBalsamiq service. 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.

Advertisements and Promotions

Balsamiq may run advertisements and promotions from third parties via myBalsamiq in any manner or mode and to any extent. Your communications, activities, relationships and business dealings with any third parties advertising or promoting via myBalsamiq, 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 myBalsamiq.

Warranties and Disclaimers
The myBalsamiq 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 myBalsamiq service and Balsamiq Materials will meet your requirements;
2. the myBalsamiq service and Balsamiq Materials will be uninterrupted, timely, secure, or error-free;
3. the results that may be obtained from the use of myBalsamiq 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 myBalsamiq service and Balsamiq Materials will be corrected.

The myBalsamiq 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 myBalsamiq 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
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Document History

- 2017, Oct 11: removed the site owner email alias mention. We removed that feature in Oct. 2017 to increase security.
- 2017, May 31: added IP address info, clarified personal data usage, and updated system requirements for IE11.
- 2017, Feb 6: added mentions to Stripe, which we’ve used for new subscriptions since Dec 2015.
- 2016, Sep 6: removed “Site owners can assign passwords to staff and project members.” We removed that ability in Jan. 2015 to increase security.
- 2014, June 23: removed this sentence from General section: You may not assign or otherwise transfer the Terms of Use nor any right granted hereunder without Balsamiq’s prior written consent.
- 2014, June 18: rectified that we do collect your Billing Address. Changed Spreadly to Pin Payments (Pin Payments acquired Spreadly).
- 2014, Mar 16: small tweak to clarify what an “asset” means (added a link to the documentation (/mybalsamiq/assets/)).
- 2014, Feb 5: small tweak to the wording of when our system administrators are on call, and clarified how long we keep your data for and our policy for destroying deleted sites if asked to free up a subdomain.
- 2013, Apr 29: big update. Changed Balsamiq’s address. Clarified that site subdomain and logo can be customized, and that the site owner is responsible for first level support. Added information about PCI compliance and Balsamiq internal security policies. Added info on how passwords are secured. Clarified that we use SSL, and that data is not encrypted in the DB (other than passwords). Added system requirements section. Added more info on Balsamiq access to your data. Added a lot more info on our security practices. Added info on logging and data retention, and who else has access to your data.
- 2013, Jan 23: Clarified that you are able to use myBalsamiq without sharing your projects with people outside your organization.
- 2013, Jan 16: Clarified that Balsamiq staff will look at projects in order to debug them if the site owner or a site staff member asks us to do so.
- 2012, July 16: Added a paragraph about not guaranteeing 24/7 support – Peldi
- 2012, July 9: Added a section about backups (#how-is-our-data-backed-up) and disaster recovery (#how-quickly-can-you-recover-from-a-data-center-disaster) – Peldi
- 2012, Mar 7: Added this section (#what-should-i-do-if-i-find-a-security-vulnerability-in-mybalsamiq) about responsible disclosure of security vulnerabilities – Peldi
- 2011, Nov 24: Specified that you need to accept cookies from mybalsamiq.com, not cookies in general. Also fixed a typo. Both ideas by Max S. – thanks! Peldi
• 2011, Nov 3: Did another pass, looks pretty good now (still a little too much legalese for my taste though). Peldi
• 2011, Nov 2: First official draft! Removed “this is a draft” warning from the top. Peldi
• 2011, Nov 1: Replaced ToS link in mybalsamiq from the generic https://balsamiq.com/termsofuse (https://balsamiq.com/termsofuse) and https://balsamiq.com/privacy (https://balsamiq.com/privacy) with a link to this page, which is meant to supersede both of them with regards to myBalsamiq. Peldi
• 2011, Oct 30: Updated with introduction. Peldi
• 2011, Oct 28: Published a table-of-contents document with a “this is not ready” warning. Peldi

A note to other startups: working on a great new startup but don’t know where to start when it comes to ToS documents? Go a head and copy/paste this document, search and replace and make it yours! :) Two things though: a) make sure to have it looked over by your lawyer – you do have a lawyer right? ;) – and b) we’d appreciate a backlink, even in small gray-on-white font at the very bottom. You’ll get good karma points, which is just what new startups needs the most. :) Good luck!