

Terms and Conditions

1. GENERAL

1. In these Terms and Conditions:

1. "Customer" means a private individual or a commercial entity purchasing Product.
2. "Rose Silver Software" means Rose Silver Software, a Texas Limited Liability Company, with its registered office at 6609 Walebridge Lane, Austin, Texas 78739, USA, registered with the Office of the Secretary of State, the State of Texas, file number 802161321.
3. "Product" means the Rose Silver Software software program Illuminated Cloud 2 and all revisions within the 2.x major version family furnished to Customer subject to the applicable end-user license agreement or terms of use as set forth by Rose Silver Software.

2. Customer accepts these Terms and Conditions by placing an order for Product with Rose Silver Software.

2. LICENSE AGREEMENT

1. This is a legal agreement between Customer and Rose Silver Software.
2. Product is licensed under an annual subscription model with the subscription period beginning on the date of purchase and ending one year after the date of purchase unless a subscription renewal is purchased for each year of additional usage. If the annual subscription is ever terminated, Product features will become unavailable following the end of the last purchased subscription period.
3. Each Personal license entitles a single private individual access to Product on multiple computers (within reasonable limits) for commercial and/or personal usage for the duration of the purchased subscription. Personal licenses may only be purchased using the private individual's own funds and may not be purchased, reimbursed, or otherwise financed by a commercial entity in any manner.
4. Each Commercial license entitles a single employee, partner, or other affiliate of a commercial entity access to Product on multiple computers for commercial and/or personal usage for the duration of the purchased subscription.
5. Any single Product license of any type may not be shared by multiple users.
6. Customer may reassign purchased licenses for the Product to other users as needed as long as compliance with other license agreement restrictions are retained.
7. Customer may copy the Product and license key only for backup purposes.

8. Customer may not decompile or reverse engineer the Product.
9. The Product is protected by US and international copyright laws.

3. LIMITATION OF LIABILITY

1. Rose Silver Software disclaims any responsibility for harm resulting from the Product or any software or content downloaded using the Product.
2. Customer agrees not to hold Rose Silver Software, its officers or its employees liable for any damages.
3. Rose Silver Software does not guarantee the Product to be free from bugs. Customer may report bugs to Rose Silver Software through the public issue tracker.

4. ORDER PLACEMENT AND ACCEPTANCE

1. Customer may place an order with Rose Silver Software online on the Rose Silver Software website <http://www.illuminatedcloud.com/purchase/>.
2. Order details shall be in English. Customer can modify order details before acceptance of the Customer order by Rose Silver Software. English is the preferred language for order-related inquiries.
3. Any order is not binding upon Rose Silver Software until accepted by Rose Silver Software. Non-acceptance of an order may be the result of one of the following:
 1. failed payment;
 2. negative payment history;
 3. incomplete or incorrect order details, such as missing e-mail address for delivery, missing Customer billing address, or a pricing or product description error, among others;
 4. ineligibility according to the order criteria (e.g., entitlement to upgrade or to certain Product purchase options restricted to particular users or purpose of use).

5. PRICES AND PAYMENT TERMS

1. Rose Silver Software sets prices and accepts payments for its Products in one of the following major currencies depending on the Customer country: USD, EUR, or GBP. Prices in any currency are subject to change by Rose Silver Software.
2. Rose Silver Software accepts major debit and credit cards (collectively, "payment cards") for online orders via third-party payment gateway providers, including, but not limited to, FastSpring and PayPal. Rose Silver Software is not responsible for any payment failure resulting from inaccurate payment card details provided by Customer when placing an online order, any restrictions applicable to payment card by Customer's bank, or payment gateway failure.

6. TAXES AND DEDUCTIONS

1. Product prices do not include any national, state or local sales, use, value added or other taxes. Customer shall pay any such taxes, if applicable.
2. Customer bears sole responsibility for withholding any tax liabilities, and no deductions shall be made by Customer from the amount payable to Rose Silver Software under any Rose Silver Software invoice.
3. Purchases from the European Union ("EU") countries may be subject to the EU value added tax.

7. WITHDRAWAL AND REFUND

1. Rose Silver Software provides an opportunity to evaluate Product free of charge during a trial period and encourages Customer to fully evaluate Product prior to purchasing. Customer may withdraw from using Product at its sole discretion any time before expiration of a free trial period.
2. Any refund request following the Product purchase date will be subject to the prior authorization by Rose Silver Software and acceptance of such request shall be at the sole discretion of Rose Silver Software.

8. PRODUCT DELIVERY

1. Rose Silver Software ships no physical Products. Any details necessary to enable Customer to download and/or use the purchased Product (including license keys or access details where applicable) will be delivered by Rose Silver Software to Customer via e-mail to an e-mail address provided by Customer. Customer is responsible for providing Rose Silver Software with a valid e-mail address for delivery purposes. No shipment is charged by Rose Silver Software for e-mail delivery.
2. Rose Silver Software will use its best efforts to deliver Product purchased by Customer within 2 business days of the order acceptance. Rose Silver Software shall not be liable for any failure to deliver Product within this timeframe.

9. MISCELLANEOUS

1. No Terms and Conditions other than the Terms and Conditions contained herein shall be binding upon Rose Silver Software unless accepted by Rose Silver Software in writing signed by the duly authorized Rose Silver Software representative. If Customer's Terms and Conditions of purchase are different from or in addition to these Terms and Conditions, these Terms and Conditions shall prevail.
2. These Terms and Conditions are subject to change by Rose Silver Software upon notice on the Rose Silver Software website at www.illuminatedcloud.com.

For any questions regarding these Terms and Conditions, please contact Rose Silver Software at:

E-mail: support@illuminatedcloud.com

