

Terms of Service

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1. Agreement and scope

These Terms of Service ("Terms") form an agreement between PDF Form Craft ("PDF Form Craft", "we", "us", or "our") and the person or organisation using pdfformcraft.com, app.pdfformcraft.com, a published PDF Form Craft form, or a related service ("you" or "your").

The service is provided by PDF Form Craft, Kareela Rd, Woonona NSW 2517, Australia. Questions can be sent to toadmin@PDFFormCraft.com.

By creating an account, purchasing a subscription, accepting these Terms during signup, or continuing to use the service after being given the opportunity to review them, you agree to these Terms. If you use the service for an organisation, you agree on its behalf and confirm that you have authority to bind it.

Enterprise order forms, data processing agreements, or other written terms agreed with us may add to or vary these Terms. If there is an inconsistency, the specifically negotiated document prevails for its subject matter.

2. Eligibility and authority

Account holders must be at least 18 years old and legally able to enter into this agreement. The service is designed primarily for businesses, organisations, and their authorised staff. A person under 18 may complete a customer's form only with any supervision, consent, or authority required by the customer and applicable law.

You must provide accurate account and billing information and keep it current. You must not impersonate another person or organisation or create an account using information you are not authorised to use.

3. Accounts and security

You are responsible for activity performed through your account and for managing which people have access to your organisation. Each person must use their own authorised account unless a feature expressly permits another arrangement.

You must protect passwords, recovery details, multi-factor authentication methods, API credentials, and integration secrets. Notify us promptly at toadmin@PDFFormCraft.com if you suspect unauthorised access, credential disclosure, or another security incident.

We may require password resets, multi-factor authentication, access reviews, or other reasonable safeguards where needed to protect accounts, respondents, or the service.

4. The service

PDF Form Craft allows customers to upload PDFs, place online fields over those documents, publish forms by link, collect structured responses, create completed PDFs, and use verification and other plan-dependent features.

PDF Form Craft is a form-collection service, not a law firm, records manager, identity authority, or formal electronic-signature platform. Customers are responsible for determining whether a form, acknowledgement, verification method, completed PDF, or other workflow satisfies their legal, regulatory, evidentiary, record-keeping, or industry requirements.

5. Plans, billing, and cancellation

Features, usage limits, prices, billing periods, taxes, and add-ons are shown on the pricing or checkout page when you subscribe. The checkout information forms part of this agreement.

Enterprise services may instead be governed by an order form.

- **Free plan:** no subscription fee applies, but published limits and these Terms still apply.
- **Paid self-service plans:** subscriptions renew monthly until cancelled unless checkout states otherwise.
- **Payment:** you authorise the payment provider to charge applicable recurring fees and taxes using your selected method.
- **Cancellation:** you may cancel at any time. Cancellation stops future renewals, and paid access normally continues until the end of the current paid period.
- **Refunds:** fees already paid are not prorated or refunded merely because you cancel part-way through a period, except where required by law or expressly offered by us.
- **Changes of plan:** the timing and financial effect of an upgrade or downgrade will be shown in the account or at checkout before confirmation.
- **Failed payment:** after reasonable notice and an opportunity to correct the failure where practicable, we may restrict paid features or suspend the subscription.

We may change prices prospectively. For an existing paid subscription, a material price increase will take effect no earlier than the next renewal occurring at least 30 days after notice. You may cancel before the change takes effect.

Nothing in these Terms excludes refund, cancellation, or other rights that cannot lawfully be excluded, including rights under the Australian Consumer Law.

6. Plan limits and fair use

Each plan may limit active forms, monthly submissions, designers, PDF size, submission rates, integrations, or other features. Current headline limits are published on the pricing page or stated in an applicable order form.

When a limit is reached, we may delay or reject additional activity, restrict the affected feature until the limit resets, or invite you to upgrade. We will not charge an unlisted overage fee without disclosing it and obtaining any authorisation required by law.

You must not circumvent limits, spread one organisation's use across accounts to avoid charges, or use automated traffic that degrades the service. We may apply reasonable technical controls to maintain security and availability.

7. Customer content and licences

You retain ownership of PDFs, branding, form configuration, submissions, and other content you or your respondents provide (“Customer Content”). These Terms do not transfer ownership of Customer Content to PDF Form Craft.

You grant us a non-exclusive, worldwide, royalty-free licence to host, copy, process, transmit, display, format, back up, and otherwise use Customer Content only as reasonably necessary to provide, secure, support, and improve the service, comply with law, and enforce these Terms. This licence ends when the content is deleted from active systems, subject to lawful retention and the ordinary expiry of protected backups.

You confirm that you have the rights and permissions needed to upload and use Customer Content and to instruct us to process it. You are responsible for its legality, accuracy, collection, and use, including intellectual property, privacy, confidentiality, consumer, employment, health, and record-keeping obligations that apply to your workflow.

8. Published forms and respondents

Customers choose the contents of their forms, the information requested, the people who receive links, and how responses are used. A published form should identify the customer responsible for it and provide any collection notice, consent wording, or terms required for that workflow.

Respondents must provide information honestly, must not submit unlawful or harmful material, and must not interfere with a form or the service. PDF Form Craft may process and deliver a response to the relevant customer but is not responsible for the customer’s subsequent decisions or use of that response.

9. Acceptable use

You must not use or facilitate use of PDF Form Craft to:

- break a law, court order, regulatory requirement, or third-party right;
- conduct phishing, credential theft, fraud, spam, impersonation, harassment, surveillance, discrimination, or deceptive activity;
- publish illegal, defamatory, exploitative, sexually abusive, violent, malicious, or privacy-invasive content; collect information you do not reasonably need or lack authority to collect;
- request passwords, authentication codes, full payment-card details, or similarly high-risk credentials unless
- a feature expressly supports that collection;
- upload malware, probe security, bypass access controls, reverse engineer protected parts of the service, or interfere with systems or other users;

- misrepresent the origin, authenticity, legal effect, verification status, or endorsement of a form or document; resell or provide the service to third parties unless a plan or written agreement permits it; or help another
- person do any of the above.
- Suspected misuse can be reported through the **Report abuse** page. We may investigate reports and preserve relevant information where reasonably necessary for security, enforcement, or legal compliance.

10. Privacy and data protection

Our **Privacy Policy** explains how PDF Form Craft handles personal information. Cookies and similar technologies are addressed in our **Cookie Policy** and in any preference control presented through the website or application.

Customers are responsible for giving respondents appropriate privacy information, responding to requests relating to the customer's use of form data, and ensuring their instructions comply with applicable data-protection law. Where appropriate, we may offer a separate data processing agreement.

11. Third-party services and integrations

The service may interoperate with third-party payment, authentication, storage, webhook, API, or other services. Your use of a third-party service is governed by its terms and privacy practices. We are not responsible for a third party's service, but this does not limit responsibility we cannot lawfully exclude for our selection, integration, or handling of that provider.

You are responsible for securing integration credentials and ensuring that any data sent through an integration is authorised and appropriate.

12. PDF Form Craft intellectual property

PDF Form Craft and its licensors retain ownership of the service, software, design, documentation, trademarks, and other materials we provide, excluding Customer Content. Subject to these Terms and payment of applicable fees, we grant you a limited, non-exclusive, non-transferable right to use the service for your internal business or organisational purposes during your account term.

Feedback may be used to improve PDF Form Craft without payment or restriction, provided we do not publicly identify you as its source without permission.

13. Availability and service changes

We aim to provide a reliable service, but availability may be affected by maintenance, updates, faults, internet or provider outages, security events, and circumstances beyond reasonable control. Unless a separate service-level agreement applies, we do not promise uninterrupted or error-free availability.

We may add, improve, replace, or retire features. We will provide reasonable advance notice of a material reduction to a paid service where practicable. If a change materially reduces the service you purchased, we will provide any remedy required by law and may offer cancellation or another reasonable option.

14. Suspension and termination

You may stop using the service or cancel your subscription as described above. Before closing an account, you should export Customer Content you need to keep.

We may suspend a form, feature, or account where reasonably necessary because of a material breach, unlawful or harmful content, a security threat, non-payment, excessive risk to respondents or the service, or a legal requirement. Where the issue can reasonably be corrected, we will ordinarily provide notice and a reasonable opportunity to do so. We may act immediately where delay would create legal, security, privacy, or operational risk.

We may terminate an account for a material breach that is not corrected after notice, for repeated breaches, or where continuing to provide the service would be unlawful or create serious risk. Suspension or termination does not remove accrued payment obligations, but it does not affect refund or other rights that cannot lawfully be excluded.

Following termination, Customer Content may be deleted in accordance with the Privacy Policy, customer settings, and legal requirements. Where reasonably practicable and safe, we will allow an opportunity to export data before deletion. Provisions intended by their nature to continue— including payment, ownership, confidentiality, liability, dispute, and general provisions—survive.

15. Consumer guarantees and warranties

Nothing in these Terms excludes, restricts, or modifies a guarantee, warranty, right, or remedy that cannot lawfully be excluded, including under the Competition and Consumer Act 2010 (Cth) and the Australian Consumer Law.

Subject to those non-excludable rights, we do not guarantee that every feature will meet every customer's legal, regulatory, evidentiary, or business requirement, or that the service will always be uninterrupted or error-free. You are responsible for reviewing form design, validation, output, exports, and integrations before relying on them in a critical workflow.

Where the law permits us to limit a remedy for a failure of a non-excludable guarantee relating to services, our liability is limited, at our option, to supplying the services again or paying the reasonable cost of having them supplied again.

16. Liability and indemnity

Nothing in this section limits liability for fraud, wilful misconduct, death or personal injury caused by negligence, breach of confidentiality or privacy obligations where liability cannot lawfully be limited, or any other liability that cannot be excluded or limited by law.

For Business Users, to the extent permitted by law, neither party is liable to the other for indirect or consequential loss, lost profits, lost revenue, lost opportunity, or loss of goodwill that was not reasonably foreseeable when the agreement was made. PDF Form Craft's aggregate liability arising from the service during any 12-month period is limited to the fees paid or payable for the service during that period. These limitations do not apply to the non-excludable liabilities identified above.

To the extent permitted by law, you indemnify PDF Form Craft against a third-party claim arising directly from Customer Content, your unlawful use of the service, or your material breach of these Terms, but only to the extent the claim was caused by your act or omission. This indemnity does not apply to the extent a claim was caused by PDF Form Craft's breach, negligence, or wilful misconduct. We must give reasonable notice of a claim and allow reasonable participation in its defence and settlement.

17. Disputes and governing law

Before starting formal proceedings, each party should give the other written details of the dispute and allow at least 30 days for good-faith resolution, unless urgent relief is reasonably required.

These Terms are governed by the laws of New South Wales, Australia, and the parties submit to the courts of that State and courts entitled to hear appeals from them. This does not prevent a consumer from relying on mandatory rights or bringing a claim in another forum where applicable law permits.

18. Changes to these terms

We may update these Terms to reflect service, legal, security, or operational changes. The updated version will be published with a revised date. We will give at least 30 days' notice of a material change affecting an existing paid subscription unless a shorter period is reasonably necessary for law or an urgent security issue.

Changes apply prospectively. If you do not agree to a material change, you may cancel before it takes effect. Continued use after the effective date constitutes acceptance where permitted by law. The earlier version continues to govern events that occurred before the change took effect.

19. General provisions

- **Entire agreement:** these Terms, the Privacy Policy, checkout or order information, and any applicable written agreement form the agreement for the service.
- **Assignment:** you may not assign this agreement without our consent, which will not be unreasonably withheld. We may assign it as part of a genuine sale, restructure, or transfer of the business if this does not materially reduce your rights.
- **Severability:** if a provision is invalid or unenforceable, it is read down where possible and the remaining provisions continue.
- **No waiver:** not enforcing a provision immediately does not waive the right to enforce it later.
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Force majeure: neither party is responsible for delay caused by events beyond reasonable control, except payment obligations already due.

- **Notices:** we may send account notices to the email address associated with your account or display them in the service. You must keep contact details current.

20. Contact

PDF Form Craft

Woonona NSW 2517

Australia

admin@PDFFormCraft.com