

Welcome to Inforcer's website. Inforcer provides this website and the related websites, including all Content (as defined in Section 3), software and services (the **"Sites"**), as a service to Inforcer's users (together with the Subscription Services (as defined in Section 1), the **"Services"**). Your use of the Sites is subject to the following terms and conditions (the **"Site Terms"**).

**Please read these Site Terms carefully. These Site Terms are a legal agreement between Inforcer Ltd. and its affiliates (collectively, "Inforcer") and you, and the Site Terms govern your use of the Sites. By accessing or using the Sites, you agree to be bound by these Site Terms and all additional terms incorporated by reference in these Site Terms. If you are accessing or using the Sites for or on behalf of an organization, you agree to be bound by the Site Terms on behalf of such organization and represent and warrant that you are authorized to do so. If you do not agree to all these terms, you must not access or use the Sites.**

**Inforcer periodically updates these Site Terms, so you must regularly review them. Inforcer will post the effective date of any updates at the beginning of these Site Terms. By continuing to use the Sites after an update, you agree to the updated Site Terms.**

**1. Service Terms.** Inforcer offers some additional software and services on the Sites under specific terms and conditions attached to the Order Form signed in connection with your use of such software and services (the **"Subscription Services"**). Those terms and conditions are referred to in these Site Terms as the **"Service Terms,"** and your use of such Subscription Services is governed by the applicable Service Terms as well as these Site Terms. If there is any conflict between these Site Terms and the applicable Service Terms relating to the use of those Services, the Service Terms will govern. If no Service Terms apply to the Services, then these Site Terms govern your use of the Services.

**2. Rights.** You are granted a limited, nonexclusive, nontransferable, non-sublicensable, revocable license to access and use the Sites solely in accordance with these Site Terms. Inforcer does not grant you any rights or licenses, express or implied, to any Inforcer intellectual property except as specifically authorized by these Site Terms. Inforcer reserves the right, in its sole discretion and without notice, to (a) revise the Content available on the Sites; (b) impose rules for and limits on use of, or access to, the Sites; (c) revoke your access to part, or all, of the Sites; or (d) change, suspend, or discontinue any aspect of the Sites. Inforcer will not be liable to you or to any third party for taking any of the actions listed in (a)-(d) above.

### **3. Ownership and Intellectual Property.**

**a. Content.** All material on the Sites, including information, data, software, photographs, graphs, videos, text, graphics, music, sounds, compilations, Developer Tools (as defined in Section 10 below), and any other content (collectively, the **"Content"**) is the property of Inforcer or its third-party content suppliers and is protected by copyright and other intellectual property laws. You shall access and use the Content solely in the manner and for the uses specifically authorized on the Sites and you will make no other use of it without Inforcer's express written permission. Except as specifically authorized, you shall not copy, modify, publish, transmit, reverse engineer, decompile or disassemble, license, participate in the transfer, lease, sale, or resale, create derivative works, or in any way exploit the

Content. The Content is not for resale. You shall not delete or alter any proprietary rights or attribution notices in the Content.

- b. System Data; Statistical Data; Reports.** As part of the Services, Inforcer may collect, process, store, and analyse System Data and Statistical Data for the following purposes: (i) providing and improving the Services; (ii) security, diagnostics, and operations management; and (iii) research and development. Inforcer processes user profile information under Legitimate Interests (Article 6(1)(f) UK & EU GDPR) to understand user login activity, identify engagement trends, and improve user experience. This processing enables Inforcer to analyse usage patterns, detect inactive accounts, and optimize service performance. System Data may include personal data. If so, Inforcer ensures compliance with GDPR, including implementing safeguards such as pseudonymization or anonymization where possible. Further details on data usage and rights are available in our Privacy Policy available at <https://www.inforcer.com/privacy-policy>.
- c. Use of Customer Data.** Inforcer may collect and use Customer Data for marketing, analytics, and other statistical purposes, provided that such data is aggregated and anonymized to ensure that no personally identifiable information (PII) is included. By using the Services, you consent to Inforcer's use of such data for these purposes.
- d. Feedback.** To the extent you provide any Feedback, Inforcer may freely use the Feedback without any duty of confidentiality or any obligation or restriction of any kind. Inforcer shall own all Intellectual Property Rights in any Feedback.

**4. Trademarks.** The names, logos, graphics, brands, and icons on the Sites (other than those belonging to third parties) are Inforcer's trademarks or trade dress in the United Kingdom and other countries. All third-party trademarks on the Sites are the property of their respective owners, who may or may not be affiliated with Inforcer.

**5. Privacy.** Inforcer's Privacy Policy is available at <https://www.inforcer.com/privacy-policy>. You agree to be bound by the terms of the Privacy Policy and any changes to it and agree that Inforcer may use and maintain your data in accordance with the Privacy Policy, except as otherwise provided in these Site Terms. We may temporarily access information from your Microsoft 365 account to provide the Services, but we do not store this data unless explicitly stated.

**6. Communications.** When you visit the Sites or send electronic messages to Inforcer, you are communicating with Inforcer electronically. When Inforcer sends you communications about the Sites or third-party products or services, Inforcer will do so in accordance with the Privacy Policy. By registering for an account, sending Inforcer an electronic message, or otherwise communicating with Inforcer, you have agreed to communicate with Inforcer electronically, which may include receiving emails from Inforcer or its partners. You may withdraw your consent at any time by sending Inforcer an opt-out or unsubscribe notice or clicking on the "unsubscribe" link in an email.

## **7. Access, Account Password and Security.**

To access certain features of the Sites, you may need to authenticate using your Microsoft 365 account that meets the following criteria:

**a. Role Requirements:**

- An Application Administrator or Global Administrator within your Microsoft 365 tenant, to facilitate temporary approval of an Enterprise Application.
  - Ref: [Microsoft Entra built-in roles - Microsoft Entra ID | Microsoft Learn](#)
- An Administrator Agent within the Microsoft Partner Center, to enable listing of customers.

**b. Session and Revocation:**

- Access is granted for the duration of the authentication session token (typically 2-4 hours).
- Access will automatically be revoked after the session expires, requiring a new login for continued use.

By using the Sites, you agree: (1) to use your credentials solely for accessing the Sites; (2) that you have the proper authority to use these credentials; and (3) that we do not store or retain your login details, and all authentication is conducted securely through Microsoft's systems.

If any part of the Sites requires you to open an Inforcer account, you must complete the registration process by providing current, complete, and accurate information as prompted by the applicable registration form. You may be asked to choose a password and a username.

You are solely responsible for maintaining the confidentiality of your password, username, and any other account information. Furthermore, you are solely responsible for all activities that occur under your account and will be held liable for losses or damages incurred by Inforcer or another party due to someone else using your account or password. You agree to notify Inforcer immediately of any unauthorized access to or use of your account or any other breach of security. Inforcer will not be liable for any loss or damages that you may incur as a result of someone else using your password or account. You shall not use anyone else's account at any time without the permission of the account holder.

Minors are not eligible to use the Sites, and we ask that they do not submit any personal information to us.

**8. Free Trial Services.** If you are approved by Inforcer for a Free Trial to the Subscription Services, Inforcer will make the applicable Subscription Services available to you free of any Fees, subject to these Site Terms, having a Term from the Effective Date until: (i) the end of the Free Trial period communicated by Inforcer to you; (ii) the start date of a purchased Subscription ordered by you for such Subscription Services; or (iii) termination by Inforcer in its sole discretion.

**9. No Unlawful or Prohibited Use.** You shall not use the Sites for any purpose that is unlawful or prohibited by these Site Terms. You shall not use the Sites in a manner that could damage, disable, overburden, or impair any Inforcer server, or the networks connected to any Inforcer server, or interfere with any other party's use and enjoyment of any of the Sites. You shall not attempt to gain unauthorized access to the Sites, other accounts, computer systems, or networks connected to Inforcer's systems through hacking, password mining, or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Sites. You shall not use the Sites to, nor

permit any third party to: (i) promote your offerings or services (commercial or otherwise); (ii) defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or publish, post, upload, or distribute any information that would result in the same; (iii) download, upload, or otherwise make available materials, software, or information that is not legally yours and without permission of the Intellectual Property Rights owner; or (iv) impersonate someone else, falsely represent your identity or qualification, or breach another's privacy.

Inforcer has no obligation to monitor the Sites. However, you acknowledge and agree that Inforcer has the right to monitor the Sites and to collect and/or disclose any information as necessary or appropriate to (i) satisfy any law, regulation, or other governmental request, (ii) operate the Sites properly, (iii) optimize the Sites and/or Inforcer's business operations, or (iv) protect Inforcer, its users, or its customers.

**10. Developer Tools.** Inforcer may provide application programming interfaces (APIs), software development kits (SDKs), technical guides, and other developer tools (collectively, "**Developer Tools**"). You shall only access and use the Developer Tools to develop and distribute applications for use with Inforcer's products or services or to explore potential use of Inforcer's products or services. You shall not (i) distribute the Developer Tools to any third party, (ii) use the Developer Tools to build or provide a competitive product or service (including using the Developer Tools to gain insights into building or providing a competitive product or service), (iii) copy any features or functions of Inforcer's products or services, or (iv) develop an application whose primary purpose is to migrate Inforcer customers off Inforcer's products or services. Any applications you develop using the Developer Tools shall be in compliance with applicable law and shall not be subject to any open source license or other license terms that (i) would require any Inforcer product, service, related technology, or any other Inforcer intellectual property, to be disclosed or distributed in source code form for the making of derivative works, or freely distributable, or (ii) prohibit commercial use of such materials. Upon notice from Inforcer, you shall immediately cease use of Developer Tools.

**11. Communication Forums.** The Sites may contain e-mail services, community forums, or other social features to exchange information with other users of the Sites (collectively, "**Communication Forums**"). If you use the Communication Forums, you must act respectfully in your interactions with others, and you shall not use the Communication Forums for any prohibited activities. Do not disclose any content or information that you do not wish to make public. Please note that certain Communication Forums may be operated by third-party service providers, and the specific terms and conditions of those third-party service providers may govern your use of the Communication Forums. You must be at least 18 years of age or the age of majority in your jurisdiction (whichever is greater) to participate in the Communication Forums. Your participation in the Communication Forums is at Inforcer's sole discretion and may be terminated at any time without notice.

**12. Notice and Takedown.** If you believe that your copyrightable material has been infringed by a third party using the Sites, please send a notice to Inforcer's copyright agent, including the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed upon; (c) a description of where the material that you claim is infringing is located on the Sites; (d) your address, telephone number, and e-mail address; (e) a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you, made under penalty of perjury,

that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Inforcer's Copyright Agent for notice of claims of copyright infringement on its Sites can be reached as follows:

Inforcer Ltd.  
Attn: Legal Department  
128 City Road, London, United Kingdom, EC1V 2NX  
[legal@inforcer.com](mailto:legal@inforcer.com)

In appropriate circumstances, Inforcer will disable or terminate the accounts of users who are copyright infringers.

### **13. User Generated Content.**

- a. User Content.** By sharing, submitting, or uploading any of your data, feedback, suggestion, comments, or ideas ("**User Content**") in any way, you grant Inforcer a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, and transferable license to use, reproduce, prepare derivative works of, display, and perform your User Content in any legal manner for Inforcer's sole benefit, including in future modifications of the Sites, other products or services, and in advertising and marketing materials. You acknowledge and agree that you are solely responsible for all User Content that you make available through Inforcer. Accordingly, you represent and warrant that: (a) you have all rights, licenses, consents, and releases necessary to grant Inforcer the required rights to disseminate any User Content, (b) neither your User Content nor your posting, uploading, publication, submission, or transmittal of this User Content or Inforcer's use of your User Content will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other Intellectual Property Rights or rights of publicity or privacy, or result in the violation of any applicable law or regulation.
- b. Indemnification for User Content.** You shall indemnify and defend Inforcer and its affiliates and their respective directors, officers, and employees against any liability, loss, settlement payment, interest, award, judgment, damages (including punitive damages), fines, fees, penalties, filing fees and court costs, witness fees, reasonable attorneys' and other professionals' fees, other reasonable investigation and defense costs, and any other fees, costs, expenses and charges incurred as a result of a third-party claim or action that (i) the User Content you submitted infringes the rights of a third party; (ii) results from your breach of your obligations under these Site Terms; or (iii) results from your violation of applicable laws. You shall not make any admission on Inforcer's behalf or settle any claim unless the settlement unconditionally releases Inforcer of all liability. Inforcer will reasonably assist you in all necessary respects in connection with the defense of the claim, at your expense. Inforcer may participate in the defense of the claim at its sole cost and expense.

### **14. Termination & Effect of Termination.**

- a. Termination.** In addition to the rights of termination provided in these Site Terms or in the Service Terms, if applicable, the following termination rights apply:

  - i. Upon any material breach of these Site Terms, Inforcer may without notice and without prejudice to any of its other rights and remedies, terminate your access to the Services.

- ii. Inforcer may discontinue or modify your rights to any Free Trial made available to you under these Site Terms at any time at its sole discretion without any advance notice.
  - iii. Inforcer reserves the right to suspend access to and use of the Services or terminate this agreement as it may deem appropriate in response to actual or suspected violations of Section 9. You agree that Inforcer shall not be liable to you or to any third-party for any suspension of the Services or termination of this agreement under such circumstances as described in this Section.
- b. **Effects of Termination.** Upon the date of any expiration or termination of this agreement, regardless of cause, (i) all of your rights to access, use, install, or execute the Services shall immediately and automatically cease (unless and to the extent otherwise agreed by Inforcer in writing, such as Inforcer giving you a grace period to uninstall or use the Services); (ii) you shall immediately return to Inforcer, or at Inforcer's request, destroy, without the retention of copies in any media, all copies of the Documentation, marketing materials, Confidential Information, and any other property of Inforcer in your possession or under its control, including any possession by any employee, consultant, agent, or representative of you; and (iii) Inforcer shall delete any Customer Data pursuant to its data retention schedule.

**15. Disclaimer of Warranties and Limitation of Liability.** THE SITES, INCLUDING ALL CONTENT, AND ANY FREE TRIAL, IF APPLICABLE, ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, INFORCER DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

**INFORCER SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT THE DEVELOPER TOOLS ARE FREE FROM ALL DEFECTS, BUGS, ERRORS, OR OMISSIONS. USE OF THE DEVELOPER TOOLS IS AT YOUR OWN RISK AND INFORCER IS NOT RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE DEVELOPER TOOLS (INCLUDING DISTRIBUTION OF YOUR APPLICATION) OR YOUR INABILITY TO USE THE DEVELOPER TOOLS.** INFORCER'S TOTAL LIABILITY ARISING OUT OF THE SITES, WHETHER ON BREACH OF CONTRACT, BREACH OF WARRANTY, CLAIM OF NEGLIGENCE, OR OTHERWISE, SHALL NOT IN ANY CASE EXCEED THE COST PAID BY YOU TO ACCESS THE SITES OR £1, WHICHEVER IS LESS, AND INFORCER SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES.

THE INFORCER FREE TRIALS, IN ADDITION TO THE DISCLAIMERS PROVIDED HEREIN, ARE OFFERED SOLELY FOR INFORMATIONAL OR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT ANY TIME WITH NO ADVANCE NOTICE IN INFORCER'S SOLE DISCRETION. INFORCER WILL NOT BE LIABLE FOR ANY ACTS OR OMISSIONS, OR ANY DATA LOSS, CORRUPTION OR ERRORS ARISING DIRECTLY OR INDIRECTLY FROM SUCH FREE TRIALS.

**16. Links to Third-Party Sites.** Certain links on the Sites may take you to third-party websites. Inforcer provides these links only as a convenience to you and the use by Inforcer of such links

does not imply any warrant or endorsement of the third party, its products, services, or its site, and Inforcer is not liable for your use of third-party websites.

**17. Compliance With Applicable Laws.** User access to the Sites is governed by all applicable laws, rules and regulations (“**Applicable Law**”). All Content is subject to export control laws. You agree to use the Sites and post, publish or disseminate information related to the Sites in strict compliance with Applicable Law. All Inforcer products and publications are commercial in nature.

**18. Governing Law; Venue.** These Site Terms are governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or related to these Site Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**19. Definitions.** Capitalized terms shall have the definitions set forth in this Section 19, unless defined elsewhere in these Site Terms. Please read these Site Terms carefully before using the Services.

- a. “**Confidential Information**” means any confidential and proprietary information of, relating to or in the possession of, either Party, including information relating to either Party’s products and services; software programming, tools applications, object and source code; trade secrets; inventions; data; designs; reports; analyses; costs; prices, Fees and names; customer lists; finances; marketing plans; business opportunities; personnel; research and development; processes, techniques, and know-how.
- b. “**Customer Data**” means the electronic data and information submitted or provided by you to the Services, including any Personal Data.
- c. “**Documentation**” means then-current published documentation, such as technical user guides or instructions, or similar technical documentation specifying the functionalities of the Services and made available by Inforcer to you, including via Inforcer’s website, as may be modified by Inforcer from time to time.
- d. “**Effective Date**” means the date you access the Sites and accept these Site Terms, as set out in the introductory paragraphs of these Site Terms.
- e. “**Feedback**” means any suggestions, requests, ideas, or other feedback regarding the Services or its related performance, operation, or functionality.
- f. “**Fees**” means the rates a customer is required to pay Inforcer for the Subscription Services as agreed to in the Order Form entered into between Inforcer and the customer.
- g. “**Free Trial**” means a limited subscription or license granted herein to use the Subscription Services for no Fee for the Free Trial term for the purposes of internal evaluation by you without any obligation to enter into any further agreement.
- h. “**Intellectual Property Right**” means any patent, copyright, trade name, trademark, trade secret, know-how, or any other intellectual property right or proprietary right whether registered or unregistered, and whether now known or hereafter recognized in any jurisdiction.
- i. “**Order Form**” the written agreement between Inforcer and the customer setting out the applicable Fees, term, number of licenses, and other subscription details for the Subscription Services.

- j. **“Personal Data”** means any information relating to an identified or identifiable data subject or natural person.
- k. **“Reports”** means analyses and recommendations for Inforcer as may be provided by Inforcer to you as part of and via the Services from time to time.
- l. **“Services”** means the Inforcer software, products, and services, including the Subscription Services, that are ordered by or made available to you through the Sites and subject to these Site Terms and the Services Terms, as applicable.
- m. **“Statistical Data”** means any and all aggregate, de-identified data relating to the access or use of the Services by or on behalf of you or user, including any performance, analytics, or statistical data, that Inforcer may collect from time to time.
- n. **“System Data”** means data and information compiled by Inforcer in connection with your use of the Services, including but not limited to, numerical Partner center reseller and admin relationship data, branding information, user profile information, diagnostic and usage related data, contextual data, licensing data and geographies, that Inforcer may use for security, product, and operations management, and/or for research and development.