

TeamDirectory Terms of Service

TEAMIMPROVER: STRICTLY CONFIDENTAIL



Terms of Service

Acceptance of Terms

The following terms and conditions govern all use of:

1. TeamDirectory(https://app.team-directory.com) a software as a service application ("the Service")

The Service is owned and operated by TeamImprover.Com Ltd.

The Service is offered subject to your acceptance without modification of all of the terms and conditions contained herein and all other operating rules, policies, and procedures that may be published from time to time on this Site by TeamImprover.Com LTD (collectively, the Terms of Use).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCESSING THE SITE OR OTHERWISE USING THE SERVICE. BY ACCESSING THE SITE OR USING ANY PART OF THE SERVICE, YOU (EITHER AN INDIVIDUAL OR A LEGAL ENTITY THAT YOU REPRESENT AS AN AUTHORIZED EMPLOYEE OR AGENT) (YOU) AGREE THAT YOU ARE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THESE TERMS OF USE, THEN YOU MAY NOT ACCESS THE SITE, SERVICE, OR ANY PART THEREOF. TeamImprover.Com LTD'S ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL OF THE TERMS AND CONDITIONS OF THESE TERMS OF USE, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS OF USE ARE CONSIDERED AN OFFER BY TeamImprover.Com LTD, YOUR ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

TeamImprover.Com LTD may refuse to offer the Service to any person or entity at any time and may change its eligibility criteria at any time, in its sole discretion.

Modification of Terms of Use

TeamImprover.Com LTD reserves the right, at its sole discretion, to modify or replace any of these Terms of Use at any time. TeamImprover.Com LTD will notify you of changes on the Site and may send an email to registered users to notify them of the change. Your continued use of the Service following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

New Features

TeamImprover.Com LTD may, in the future, offer new services and/or features through the Service (including the release of new tools and resources). Such new features and/or services shall be subject to these Terms of Use. Your continued use of the Service after the introduction of new features and/or services constitutes your acceptance of the Terms of Use.



Privacy

TeamImprover.Com LTD's current Site Privacy Statement is available at <u>Our Privacy Policy</u> (the Privacy Policy), which is incorporated by this reference. For inquiries regarding TeamImprover.Com LTD's Privacy Policy or to report a privacy-related problem, please contact <u>Info@TeamImprover.Com</u>.

TeamImprover.Com LTD complies with the UK General Data Protection Regulation (GDPR) and other applicable data protection laws. Personal data collected will only be used for the purposes outlined in these Terms of Use or the Privacy Policy. Customers retain their rights under GDPR, including the right to access, rectify, and delete their data. Data transfers outside the UK/EU will be handled in compliance with GDPR standards.

Rules and Conduct

The Site and the Service and any Content (as defined below) made available on or through the Service are provided only for:

- 1. Your own personal use,
- 2. Your internal business use, or
- 3. If you are a Managed Service Provider (as defined below), use in the support of your customers that use the Service for their own personal or internal business use.

You promise not to use the Service for any purpose that is unlawful or prohibited by these Terms of Use. You agree to abide by all applicable local, state, national, and international laws and regulations.

Prohibited Actions

By way of example, you agree not to:

- Infringe on any patent, trademark, copyright, or other rights of any person or entity.
- Upload, distribute, or facilitate content that is unlawful, threatening, abusive, or otherwise violates the Terms of Use.
- Impose an unreasonable load on the Service's infrastructure or attempt to gain unauthorized access.
- Use any automated means (e.g., robots, scrapers) to access the Service.
- Export the Service or Content in violation of export laws or regulations.



Registration & Access

Customers must have a valid Microsoft M365 or Entra ID account to access the Service, as anonymous access is not supported. TeamImprover does not have access to M365 accounts or passwords. It is the customer's responsibility to adhere to their security standards, including password management and account sharing practices.

TeamImprover.Com LTD reserves the right to audit customers' usage of the Service to ensure compliance with these Terms of Use. Any identified misuse may result in suspension or termination of access.

Service Levels and Support

TeamImprover.Com LTD endeavors to provide an uptime of 99.9% for the Service, excluding planned maintenance or force majeure events. Support requests will be addressed based on the priority level of the issue.

Payment and Electronic Communications

If you purchase a paid Service, you agree to pay applicable fees and charges. All fees are non-refundable. Subscription renewals will be billed automatically unless you terminate your subscription prior to the next renewal period.

By using the Service, you consent to receiving electronic communications, including transactional information, updates, and notifications. These communications are part of your relationship with TeamImprover.Com LTD and satisfy legal communication requirements.

Cancellation and Termination

You can cancel your account at any time through the Account Management page. Upon cancellation, all of your Content will be deleted and cannot be recovered. If the subscription lapses and is not renewed, customer data will be deleted within 60 days. TeamImprover.Com LTD reserves the right to suspend or terminate your account at any time for any reason.

Termination for cause includes, but is not limited to, failure to pay fees, violation of these Terms of Use, or misuse of the Service.

Third-Party Sites

The Service may contain links to third-party websites, which are not under TeamImprover.Com LTD's control. TeamImprover.Com LTD is not responsible for the content or functionality of these websites.



Content and Submissions

- **TeamImprover.Com LTD Content:** The Site and Service contain proprietary content owned by TeamImprover.Com LTD or its partners. You are prohibited from reproducing or distributing this content without prior written permission.
- Your Data: You retain ownership of your data but grant TeamImprover.Com LTD a limited license to access and process it for providing the Service.

TeamImprover.Com LTD may use anonymized, aggregated data for internal business purposes, including analytics and improving the Service.

No Warranties

The Service is provided "as is" without warranties of any kind. TeamImprover.Com LTD does not guarantee the accuracy, reliability, or availability of the Service.

Limitation of Liability

TeamImprover.Com LTD shall not be liable for any indirect, incidental, or consequential damages arising out of your use of the Service. The aggregate liability is limited to £100.

Force Majeure

TeamImprover.Com LTD is not liable for failure to perform due to events beyond its reasonable control, including acts of God, natural disasters, government actions, internet outages, cloud service provider outages, or labor disputes.

Indemnification

You agree to indemnify and hold TeamImprover.Com LTD harmless from any claims arising from your use of the Service or violation of these Terms of Use.

International Use

Accessing the Service from territories where the content is illegal is prohibited. You are responsible for compliance with local laws.

Dispute Resolution

These Terms of Use are governed by the laws of England and Wales. Any disputes must be resolved in the courts of England and Wales.

Contact

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