



## POWER BI SENTINEL - TERMS OF USE

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## 1) AGREEMENT TO TERMS

### a) The Purpose

- i) These Terms of Use (**TOU**) constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Purple Frog Systems Ltd ("we," "us" or "our") relating to your use of **Power BI Sentinel**;
- ii) Power BI™ is the property of Microsoft Corporation. These TOU do not imply any affiliation with, or sponsorship, endorsement, or approval by Microsoft Corporation with our products or services;
- iii) They shall act as a schedule to any other legal Agreement, contract, license, authority, or other formalised document (**The Agreement**), between us and you, managed separately;
- iv) If that other agreement agrees specific detail in respect of certain sections of these TOU then the Agreement will have precedent providing it is current, signed and fully paid;
- v) It covers the use and access by you of the powerbisentinel.com websites, portals, media forms, media channels, mobile website or applications related, linked, or otherwise connected thereto (hereafter referred to as the "**Site**"), support services, software, licensing and all related technology, support services, marketing and areas added to the company during or after the 'last updated stamp', hereafter referred to as '**Services**';
- vi) Sentinel is a Software as a Service (SaaS) licence and where a paid for version is in force then the contents of that schedule will be used in conjunction with these TOU.

### b) What does that mean?

- i) The TOU forms the entry level document to which you accept all content when accessing any of our powerbisentinel.com sites or services;
- ii) You agree that by accessing our Site or Services, whether via a desktop, mobile, tablet, smartphone or any other device or means whatsoever, you have read, understood, sought legal clarification where appropriate and agree to be bound by **ALL** these TOU;
- iii) If you **do not** agree with **ALL** these TOU, then you are expressly prohibited from using the Site and/or Services and you must discontinue use immediately;
- iv) Supplemental TOU or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, at our sole discretion, to make changes or modifications to these TOU at any time and for any reason;
- v) We will alert you about any changes by updating the "Last updated" date of these TOU, and you waive any right to receive specific notice of each such change;
- vi) It is **YOUR** responsibility to periodically review these TOU to stay informed of updates. You will be subject to and will be deemed to have been made aware of and to have accepted, the changes in any revised TOU by your continued use of the services after the date such revised TOU are posted;
- vii) As a user of the site or services you may be required to agree and sign other legal documents specific to your requirements. These TOU and additional agreements shall form part of the package of legal agreements between you and us;
- viii) The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country.;
- ix) Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.



## 2) INTELLECTUAL PROPERTY RIGHTS

- a) Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “**Content**”) and the trademarks, service marks, and logos contained therein (the “**Marks**”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United Kingdom, foreign jurisdictions, and international conventions;
- b) The Content and the Marks are provided on the Site “AS IS” for your information and use only. Except as expressly provided in these TOU, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission;
- c) Provided that you are eligible to use the Site by us, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for use as agreed by us. We reserve all rights not expressly granted to you in and to the Site, the Content, and the Marks.

## 3) USER REPRESENTATIONS

- a) By using the Site or Services, you represent and warrant that:
  - i) all registration information you submit will be true, accurate, current, and complete;
  - ii) you will maintain the accuracy of such information and promptly update such registration information as necessary;
  - iii) you have the legal capacity and you agree to comply with these TOU;
  - iv) you will not access the Site or Services through automated or non-human means, whether through a bot, script, or otherwise;
  - v) you will not use the Site or Services for any illegal or unauthorized purpose;
  - vi) your use of the Site or Services will not violate any applicable law or regulation.
- b) If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site or Services (or any portion thereof).

## 4) USER REGISTRATION

- a) You may be required to register with the Site or Services;
- b) Login access to our site will be through use of your Microsoft™ Azure Active Directory account login associated with your Power BI account;
- c) You agree to keep your password confidential and will be responsible for all use of your account and password;
- d) If your payment fails to be credited, card expires, invoice remains unpaid or any other means to make payment for the Services or Portal have not been accepted or cleared. A period of 14 days to rectify the issue will be granted;
- e) We reserve the right to remove access at any time if your use of it contravenes these TOU or a legal Agreement between you and us or is considered to be a security risk to us or others using the platform.



## 5) PROHIBITED ACTIVITIES

- a) You may not access or use the Site or Services for any purpose other than that for which we make the Site or Services available. The Site or Services may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us in accordance with other Legal Agreements, individual authorisations, or schedules;
- b) As a user of the Site or Services, you agree not to:**
- i) systematically retrieve data or other content from the Site or Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us;
  - ii) make any unauthorised use of the Site or Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretences;
  - iii) use a buying agent or purchasing agent to make purchases through the Site or Services;
  - iv) use the Site or Services to advertise or offer to sell goods and services;
  - v) circumvent, disable, or otherwise interfere with security-related features of the Site or Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site or Services, and/or the Content contained therein;
  - vi) engage in unauthorized framing of or linking to the Site or Services;
  - vii) trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
  - viii) make improper use of our Site or Services or submit false reports of abuse or misconduct;
  - ix) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools;
  - x) interfere with, disrupt, or create an undue burden on the Site or Services, or the networks or services connected to the Site or Services;
  - xi) attempt to impersonate another user or person or use the username of another user;
  - xii) sell or otherwise transfer your profile;
  - xiii) use any information obtained from the Site or Services, in order to harass, alarm, distress, abuse, or harm another person;
  - xiv) use the Site or Services, as part of any effort to compete with us or otherwise use the Site or Services, and/or the Content for any revenue-generating endeavour or commercial enterprise without prior authorisation or agreement by us;
  - xv) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site or Services;
  - xvi) attempt to bypass any measures of the Site or Services, designed to prevent, or restrict access to the Site or Services, or any portion of the Site or Services;
  - xvii) harass, alarm, distress, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site or Services, to you;
  - xviii) delete the copyright or other proprietary rights notice from any Content;
  - xix) copy or adapt the Site or Services, software, including but not limited to Flash, PHP, HTML, JavaScript, .Net, or other code;
  - xx) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or Services, or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site or Services;
  - xxi) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation,



- clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms");
- xxii) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site or Services, or using or launching any unauthorized script or other software;
  - xxiii) disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site or Services;
  - xxiv) use the Site or Services, in a manner inconsistent with any applicable laws or regulations;
  - xxv) Use, attempt to use or by any other means use any voucher code, offer or other means to get a priority or special access to our Site or Services without us directly applying that service;
  - xxvi) Use any terminology, business, or other name whatsoever, Logo, design, colour scheme or template, which could lead such to be inferred as being associated to, part of or otherwise linked to our Site and/or Services.

## 6) USER GENERATED CONTRIBUTIONS

- a) The Site or Services, may invite you to login, chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site or through our Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions").
- b) Contributions may be viewable by other users of the Site or Services, and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:
  - i) the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
  - ii) you are the creator and owner of or have the necessary licenses, rights; consents, releases, and permissions to use and to authorize us, the Site or Services, and other users of the Site or Services, to use your Contributions in any manner contemplated by the Site or Services, and these TOU;
  - iii) you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site or Services and these TOU;
  - iv) your Contributions are not false, inaccurate, or misleading;
  - v) your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation;
  - vi) your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us);
  - vii) your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone;
  - viii) your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another;
  - ix) your Contributions do not violate any applicable law, regulation, or rule;
  - x) your Contributions do not violate the privacy or publicity rights of any third party;



- xii) your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner;
  - xiii) your Contributions do not violate any legislation concerning child pornography, or otherwise intended to protect the health or well-being of minors;
  - xiv) your Contributions do not include or reflect any offensive content that are connected to any protected characteristics as stated in the UK Equality Act 2010;
  - xv) your Contributions do not otherwise violate, or link to material that violates, any provision of these TOU, or any applicable law or regulation.
- 7) Any use of the Site or Services, in violation of the foregoing, violates these TOU and may result in, among other things, prosecution, termination, or suspension of your rights to use the Site or Services.

## 8) CONTRIBUTION LICENSE

- a) By posting your Contributions to any part of the Site or Services, or making Contributions accessible to the Site or Services, by linking your account from the Site or Services, to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels;
- b) This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions;
- c) We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights, or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site or Services;
- d) You are solely responsible for your Contributions to the Site or Services, and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions;
- e) We have the right, in our sole and absolute discretion;
  - i) to edit, redact, or otherwise change any Contributions;
  - ii) to re-categorize any Contributions to place them in more appropriate locations on the Site or Services, and
  - iii) to pre-screen, moderate or delete any Contributions at any time and for any reason, without notice;
- f) We have no obligation to monitor your Contributions.

## 9) GUIDELINES FOR REVIEWS

- a) We may provide you areas on the Site or Services, to leave reviews or ratings. When posting a



review, you must comply with the following criteria:

- i) you should have first-hand experience with the person/entity being reviewed;
  - ii) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language;
  - iii) your reviews should not contain discriminatory references based on the Protected Characteristics as defined in the UK Equality Act 2010;
  - iv) your reviews should not contain references to illegal activity;
  - v) you should not be affiliated with competitors if posting negative reviews;
  - vi) you should not make any conclusions as to the legality of conduct;
  - vii) you may not post any false or misleading statements;
  - viii) you may not organize a campaign encouraging others to post reviews, whether positive or negative.
- b) We may accept, reject, or remove reviews at our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners;
- c) We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sublicensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

## 10) SUBMISSIONS

- a) You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site or Services, ("**Submissions**") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you;
- b) You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 11) THIRD-PARTY WEBSITES AND CONTENT

- a) The Site or Services, may contain (or you may be sent via the Site or Services) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content");
- b) Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or Services, or any Third-Party Content posted on, available through, or installed from the Site or Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content;
- c) Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave





- the Site or Services, and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these TOU no longer govern;
- d) You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or Services, or relating to any applications you use or install from the Site or Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party;
  - e) You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## 12) SITE OR SERVICES MANAGEMENT

- a) We reserve the right, but not the obligation, to:
  - i) monitor the Site or Services, for violations of these TOU;
  - ii) take appropriate legal action against anyone who, in our sole discretion, violates the law or these TOU, including without limitation, reporting such user to legal authorities;
  - iii) at our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
  - iv) at our sole discretion and without limitation, notice, or liability, to remove from the Site or Services, or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
  - v) otherwise manage the Site or Services, in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site or Services.

## 13) PRIVACY POLICY

- a) We treat data privacy and security as a priority and care about the impact such can have. Please review our Privacy Policy [Click Here](#). By using the Site or Services, you agree to be bound by our Privacy Policy, which is incorporated into these TOU.;
- b) Our Services and Content are primarily hosted on Azure™ datacentres located in the United States and North Europe. We cannot guarantee or be held liable or responsible where third parties' upgrades or platform changes result in Services and Content being hosted in other geographic locations as is the nature of cloud changes and migrates;
- c) you access our Site and/or Services, in agreement with the above, knowing and accepting the laws of the geographic location you are accessing from and any conditions or regulation applicable to that access.

## 14) COPYRIGHT INFRINGEMENTS

- a) We respect the intellectual property rights of others. If you believe that any material available on or through the Site or Services, infringes upon any copyright you own or control, please immediately notify us using the contact information provided below (a "**Notification**"). A copy of your Notification will be sent to the person who posted or stored the material addressed in the





Notification;

- b) Please be advised that you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the Site or Services, infringes your copyright, you should consider seeking legal advice in the first instance.

## 15) TERM AND TERMINATION

- a) These TOU shall remain in full force and effect while you use the Site or Services, without limiting any other provision of these TOU, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the site or services, (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these TOU or of any applicable law or regulation. We may terminate your use or participation in the site or services or delete your account and any content or information that you posted at any time, without warning, in our sole discretion;
- b) If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party;
- c) In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress;
- d) Our services and products are designed to be used in an Azure™ datacentre, and in conjunction with an active Azure Active Directory Account and Power BI™ licence. You should ensure that prior to agreeing to use this service that the platform you intend to use it on is compliant. As this is an ever changing environment then it is your responsibility to clarify this information;
- e) We reserve the right to provide a refund if your service is not compatible with your tenant.

## 16) SERVICE LEVEL AGREEMENTS

- a) This section relates to the Service Level Agreement (**SLA**) we offer to users of our Services or Site;
- b) Users of the Site, not including the secure Portal Service, for which a secure login is required, shall not have any agreed SLA from us. It is used "as is" and we reserve the right to make any changes, additions, deletions, changes and remove access to all or part of it without prior notice;
- c) We do not guarantee our server uptime. We are connected to some of the most advanced and secure systems in the world which maintain in excess of a 99.9% uptime. Where this is out of our control, we take no responsibility for any disruption caused by the downtime whether a licenced user, partner or client, formalised agreement with us or not;
- d) Where a user has an authorised Login to our Portal Service section of the Site, they shall have an SLA, for;
  - i) support provided in UK (GMT/BST) time between the hours of 0900hrs and 1700hrs on Business Days. Business days being stated as Monday to Friday excluding any Public Holidays;
  - ii) contact can be made through email as detailed on the Site, or via the Portal 'Contact Us' section;
  - iii) a response to a contact shall be made within 1 business day of receipt. Where circumstances beyond our control, at the time of the contact, prevent this, it shall not be held as a breach of the TOU. In such circumstances we will respond in a prompt timeframe acknowledging the delay;
  - iv) resolutions to a contact will be individually agreed through discussion. We will not be held liable for any disruption to your business, costs, or data, where the request is not completed within the timescales due to issues outside of the control of our Services;
- e) where an individually held legal agreement between you and us is in place and active, any



separately specified SLA conditions or agreements, within that agreement, will take precedence.

## 17) MODIFICATIONS AND INTERRUPTIONS

- a) We reserve the right to change, modify, or remove the contents of the Site or Services, at any time or for any reason at our sole discretion without notice;
- b) The exception to this and the below listed areas are, where you have a formalised signed agreement with us which is current and fully paid. In these cases, we will ensure that any planned maintenance, changes, updates are notified to you through our portal systems;
- c) However, we have no obligation to update any information on our Site or Services. We also reserve the right to modify or discontinue all or part of the Site or Services, without notice at any time;
- d) We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site or Services;
- e) We cannot guarantee the Site or Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site or Services, resulting in interruptions, delays, or errors;
- f) We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Site or Services, at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or Services, during any downtime or discontinuance of the Site or Services;
- g) Nothing in these TOU, other than those specified in the Service Level Agreement section (SLA), will be construed to obligate us to maintain and support the Site or Services, or to supply any corrections, updates, or releases in connection therewith. Where a legal agreement is in place and active that shall take precedence over the TOU.

## 18) GOVERNING LAW

- a) These TOU covering your use of the Site or Services are governed by the laws in force within the United Kingdom at the date of publication.

## 19) DISPUTE RESOLUTION

- a) Any dispute relating to these TOU should be raised in writing, which shall include electronic format;
- b) Where we are made aware of any form of dispute, we shall apply good practise of applying Alternative Dispute Resolution (ADR), following the UK legal guidance. This guidance is followed in many continents. Where there are variances the governing law will be the UK. Our aim is to have customers and users who are satisfied and enjoy using our Site and Services;
- c) The use of negotiation, mediation and early neutral evaluation will be a framework for us to work together to resolve at the most reasonable and cost effective way any dispute raised. This would prevent any third party independent assessors being used;
- d) Where agreement cannot be reached then more formalised independent involvement can be considered;
- e) We will aim to agree an outcome in which both parties feel a satisfactory outcome has been achieved.
- f) We reserve the right to take other civil or criminal procedures if ADR is unsuccessful.

## 20) CORRECTIONS

- a) There may be information on the Site or Services, that contains typographical errors, inaccuracies,



or omissions that may relate to the Site or Services, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site or Services, at any time, without prior notice and we shall not be held liable, or to honour any information or expectation created by those errors.

## 21) DISCLAIMER

- a) The site or services are provided on an as-is and as-available basis;
- b) You agree that your use of the site or services, and our services will be at your sole risk;
- c) To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site or services, and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement;
- d) We make no warranties or representations about the accuracy or completeness of the site or services' content or the content of any websites linked to the site or services, and we will assume no liability or responsibility for any;
- e) errors, mistakes, or inaccuracies of content and materials;
- f) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site or services;
- g) any interruption or cessation of transmission to or from the site or services;
- h) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site or services by any third party, and/or;
- i) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site or services;
- j) We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site or services, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services;
- k) As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## 22) LIMITATIONS OF LIABILITY

- a) In no event will we or our directors, employees, contractors or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the site or services, even if we have been advised of the possibility of such damages;
- b) Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the business insurances and compliance certifications' in force at the time.

## 23) INDEMNIFICATION

- a) You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, partners and all of our respective officers, contractors, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable LEGAL fees and expenses, made by any third party due to or arising out of:
  - i) your Contributions;



- ii) use of the Site or Services;
  - iii) breach of these TOU;
  - iv) any breach of your representations and warranties set forth in these TOU;
  - v) your violation of the rights of a third party, including but not limited to intellectual property rights; or
  - vi) any overt harmful act toward any other user of the Site or Services, with whom you connected via the Site or Services;
- b) Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## 24) USER DATA

- a) We will maintain certain data that you transmit to the Site or Services, for the purpose of managing the Site or Services, as well as data relating to your use of the Site or Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site or Services;
- b) You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## 25) ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES

- a) Visiting the Site or Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site or Services, satisfy any legal requirement that such communication be in writing;
- b) You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site or services;
- c) You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## 26) MISCELLANEOUS

- a) These TOU and any policies or operating rules posted by us on the Site or Services, constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these TOU shall not operate as a waiver of such right or provision;
- b) These TOU operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control;
- c) If any provision or part of a provision of these TOU is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these TOU and



- does not affect the validity and enforceability of any remaining provisions;
- d) There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these TOU or use of the Site or Services. You agree that these TOU will not be construed against us by virtue of having drafted them;
  - e) You hereby waive any and all defences you may have based on the electronic form of these TOU and the lack of signing by the parties hereto to execute these TOU;
  - f) These TOU were generated in part by using [Termly's Terms and Conditions Generator](#).

## 27) CONTACT US

- a) In order to resolve a dispute regarding the Site or Services, or to receive further information regarding use of the Site or Services, please contact us at:

Purple Frog Systems Ltd t/a Power BI Sentinel

Quantum House  
Hadley Park East  
Telford  
TF1 6QJ  
United Kingdom

[help@powerbisentinel.com](mailto:help@powerbisentinel.com)