

Modern Workplace Quick Insights – TERMS OF USE

By Voco

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1. Introduction

These Terms of Use ("**Terms**") cover **Your** use and access to the **Voco Modern Workplace Quick Insights (the "Application")**. This application is owned and operated by **Voco Limited ("Voco")**. Our Privacy Policy can be found here <>, and explains how we collect and use your data. By using our **Application**, you're agreeing to these Terms. In this document **You** and **Your** refer to the organisation or individual that uses the **Application**.

2. Use of application

- a) Voco grants **You** the non-exclusive, non-transferable, limited right and license to install and use the **Application** solely and exclusively for **Your** organisation's use.
- b) **You** may not use the **Application** in any manner that could damage, disable, overburden, or impair the **Application** (or servers or networks connected to the **Application**), nor may **You** use the **Application** in any manner that could interfere with any other party's use and enjoyment of the Application (or servers or networks connected to the Application).
- c) **You** agree that you are solely responsible for, and that **Voco** has no responsibility to **You** or to any third party, for **Your** use of the **Application**, any breach of your obligations under the Terms and Conditions, or for the consequences (including any loss or damage which **Voco** may suffer) of any such breach.

3. Restrictions and Prohibitions

You must not:

- a) analyse, decompile, "unlock," decode, disassemble, reverse engineer, reverse translate or attempt to discover or reconstruct any source code of the Application for any purpose, nor shall **You** cause a third party to do so;
- b) copy, reproduce, modify, adapt, improve, enhance, translate or create derivative works based on the Software or any accompanying materials;
- c) violate any applicable laws, rules or regulations in connection with Your use of the Application, or use the Application other than in accordance with the instructions or documentation provided by **Voco**;
- d) remove, alter or obscure any watermark or proprietary notice (including any notice of copyright or trademark) of **Voco** or its affiliates and partners;
- e) use the Software for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by **Voco**; or
- f) distribute, resell or permit access to the Application by any third party.

The **Application** may be installed on any number of accounts within your organisation; licensing is only limited by your Office 365/Power BI Licensing, however the acceptance of these **Terms** applies to all uses of the software within your organisation, which includes circumstances where it is copied to other users within your organisation.

4. Export Restrictions

The Application may be subject to export controls or restrictions by the United States or other countries or territories. **You** agree to comply with all applicable U.S. and international export laws and regulations. These laws include restrictions on destinations, end users, and end use.

5. Termination

These Terms and Conditions will continue to apply until terminated by either **You** or **Voco** as set forth below. You may terminate these Terms and Conditions at any time by permanently deleting the **Application** from your environment in its entirety. **Your** rights automatically and immediately terminate without notice from **Voco** or any Third Party if you fail to comply with any provision of these Terms and Conditions. In such event, you must immediately delete the Application.

6. Indemnity

To the maximum extent permitted by law, **You** agree to defend, indemnify and hold harmless **Voco**, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from your use of the Application, including **Your** downloading, installation, or use of the **Application**, or **Your** violation of these Terms and Conditions.

7. Disclaimer of Warranties

- a) You expressly understand and agree that Your use of the application is at Your sole discretion and risk and that the application is provided as is and as available without warranty of any kind.
- b) You are solely responsible for any damage to your Microsoft 365 environment, or other device or environment, or loss of data that results from such use.
- c) Voco further expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement, with respect to the application.

8. Limitation of liability

You expressly understand and agree that **Voco**, its subsidiaries and affiliates, and its licensors are not liable to **You** under any theory of liability for any direct, indirect, incidental, special consequential or exemplary damages that may be incurred by **You** through your use of the **Application**, including any loss of data or damage to your Microsoft 365 or Azure environment, whether or not **Voco** or its representatives have been advised of or should have been aware of the possibility of any such losses arising.

The **Application** is delivered through the Microsoft Power BI platform, and utilises standard Microsoft connectors to extract information from Microsoft Azure AD and Microsoft Intune. **Voco** takes no responsibility for the accuracy, integrity and confidentiality of these Microsoft connectors.

9. Miscellaneous

- a) These Terms and Conditions constitute the entire Agreement between You and Voco relating to the Application and govern Your use of the Application, and completely replace any prior or contemporaneous agreements between You and Voco regarding the Application.
- b) The failure of Voco to exercise or enforce any right or provision of these Terms and Conditions does not constitute a waiver of such right or provision, which will still be available to Voco.
- c) If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms and Conditions is invalid, then that provision will be removed from the Terms and Conditions

without affecting the rest of the Terms and Conditions. The remaining provisions of these Terms and Conditions will continue to be valid and enforceable.

- d) The rights granted in these Terms and Conditions may not be assigned or transferred by either you or Voco without the prior written approval of the other party. Neither you nor Voco are permitted to delegate their responsibilities or obligations under these Terms and Conditions without the prior written approval of the other party.
- e) These Terms and Conditions and your relationship with Voco under these Terms and Conditions will be governed by the laws of the State of California without regard to its conflict of laws provisions.

Contact Us

If you have any questions or suggestions about our Terms of use, do not hesitate to contact us at support@voco.co.nz.