

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

What's in these terms?

These terms tell you the rules for using our website <https://connectiam.cloud> (our site).

Who we are and how to contact us

<https://connectiam.cloud> is a site operated by CyberIAM Holding Limited ("We"). We are a limited company registered in England and Wales under company number 10771700 and have our registered office at The Steam Mill Business Centre, Steam Mill Street, Chester, Cheshire, CH3 5AN, England, United Kingdom which is also our main trading address. Our VAT number is GB 275736860.

To contact us for any reason, please email info@cyberiam.com.

If you have any questions about our privacy practices, please email Legal@CyberIAM.com or send a letter to our registered office.

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK regulator for data protection issues (www.ico.org.uk).

We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

By using our site you accept these terms

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

There are other terms that may apply to you

These terms of use refer to the following additional terms, which also apply to your use of our site:

Our Privacy Policy, further under How we may use your personal information.

Our Rules of Acceptable Use, which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Rules of Acceptable Use.

Any existing End User Licence Agreement between you and any third party or Software Vendor who owns the software to which our Software connects. This includes, but is not limited to, any and all agreements between Us, You or Microsoft Azure; SailPoint IdentityNow; CyberArk Privilege Cloud; BeyondTrust PasswordSafe; Ping One; or Strivacity.

Any Subscription Agreement will also apply to the sale and purchase of the Software and use of this site.

We may make changes to these terms

We may amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

These terms were most recently updated on 1 May 2024.

We may make changes to our site

We may update and change our site from time to time.

We may suspend or withdraw our site

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

We may transfer this Agreement to someone else

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You must not modify digital copies of any materials you have downloaded in any way, and you must not use any content including, but not limited to illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

In the event of any breach we will notify the applicable and appropriate authorities as well as the software vendor who will be entitled to take any necessary action as per their own terms and conditions.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our site or any services provided via, or in relation to, our site. This includes using (or permitting, authorising or attempting the use of):

- i) Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the site or any data, content, information or services accessed via the same.
- ii) Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790) or any other applicable legislation in any applicable jurisdiction.

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this site

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

We are not responsible for websites we link to

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

User-generated content is not approved by us

This website may include information and materials uploaded by other users of the site, including to social media pages, video-sharing sites, bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

How to complain about or report content

If you become aware of any material that is illegal or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately.

If you wish to complain about any other content, please contact us.

Our responsibility for loss or damage suffered by you

i) Whether you are a consumer or a business user:

- a. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

ii) If you are a business user:

- a. We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- b. We will not be liable to you for any loss or damage, whether in contract, tort/delict (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - i. use of, or inability to use, our site; or
 - ii. use of or reliance on any content displayed on our site.
- c. In particular, we will not be liable for:
 - i. loss of profits, sales, business, or revenue;
 - ii. business interruption;
 - iii. loss of anticipated savings;
 - iv. loss of business opportunity, goodwill or reputation; or
 - v. any indirect or consequential loss or damage.

iii) If you are a consumer user:

- a. Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- b. If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Rules of Acceptable Use

i) You may not use our site:

- If you are under 18.
- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
- In any way that involves child sexual exploitation or abuse.
- To upload terrorist content.

ii) You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of these terms.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of our site;
 - any equipment or network on which our site is stored;
 - any software used in the provision of our site; or
 - any equipment or network or software owned or used by any third party.

iii) Content standards

- These content standards apply to any and all material which you contribute to our site (Contribution).
- The Content Standards must be complied with in spirit as well as to the letter. The standards apply to each part of any Contribution as well as to its whole.
- We will determine, in its discretion, whether a Contribution breaches the Content Standards.
- A Contribution:
 - Must be accurate (where it states facts).
 - Only contain opinions that are genuinely held.
 - Must comply with the law applicable in any country from which it is posted and to which the website is targeted.
- A Contribution must not:
 - Be defamatory of any person.
 - Be obscene, offensive, hateful or inflammatory.
 - Bully, insult, intimidate or humiliate.
 - Encourage, promote or provide instructions for deliberate self-harm.
 - Encourage, promote or provide instructions for suicide.
 - Encourage, promote or provide instructions for an eating disorder or behaviours associated with an eating disorder.
 - Promote sexually explicit material.
 - Include child sexual abuse material.
 - Incite violence or hatred against particular groups.
 - Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - Include content that would be considered a criminal offence under laws relating to terrorism, child sexual abuse material, racism or xenophobia.
 - Infringe any copyright, database right or trade mark of any other person.
 - Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
 - Include video content not suitable for BBFC classification.

- Include material that might impair the physical, mental or moral development of persons under the age of 18.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Contain illegal content or promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that the Contribution emanates from Us, if this is not the case.
- Advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Contain any advertising or promote any services or web links to other sites.
- For the avoidance of doubt, for any Contribution in the form of video content:
 - You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
 - You must not upload a video containing harmful material.
 - You must not upload a video containing advertising for any of the following:
 - cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
 - for alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.
 - Any advertising included in a video you upload must not:
 - prejudice respect for human dignity;
 - include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation;
 - encourage behaviour prejudicial to health or safety;
 - encourage behaviour grossly prejudicial to the protection of the environment;
 - cause physical, mental or moral detriment to persons under the age of 18;
 - directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity;
 - directly encourage such persons to persuade their parents or others to purchase or rent goods or services;
 - exploit the trust of such persons in parents, teachers or others; or
 - unreasonably show such persons in dangerous situations.
- You must use the functionality provided on our site to declare whether, as far as you know or can reasonably be expected to know, any video contains advertising.

iv) Breach of this policy

- When we consider that a breach of these Rules of Acceptable Use has occurred, we may take such action as we deem appropriate.
- Failure to comply with these Rules of Acceptable Use constitutes a material breach of these terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:
 - Immediate, temporary or permanent withdrawal of your right to use our site.
 - Immediate, temporary or permanent removal of any Contribution uploaded by you to our site.
 - Issue of a warning to you.
 - Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - Further legal action against you.
 - Disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.
- We exclude our liability for all action we may take in response to breaches of these Rules of Acceptable Use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

Uploading content to our site

Whenever you make use of a feature that allows you to upload content to our site, or to make contact with other users of our site, you must comply with the content standards set out in our Rules of Acceptable Use.

You warrant that any such contribution does comply with those standards, and you are liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You are required to grant us and other users of our site a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in these terms.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our site if, in our opinion, your post does not comply with the content standards set out in our Rules of Acceptable Use

You are solely responsible for securing and backing up your content.

You must not upload any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

Your rights to claim against us if we restrict access to your content

If we restrict access to any content you upload to our service in a way that breaches these terms of service, you have a right to bring a claim against us for breach of contract.

We will suspend your service if you frequently upload illegal content

If you frequently upload material that is clearly illegal, we may suspend your access to our service for a reasonable period of time. We will warn you in advance if we plan to suspend you. When deciding whether to suspend you, we will consider:

- i) how many items of clearly illegal content you have uploaded within a given time frame in terms of the volume of other content uploaded by other users during that time;
- ii) the gravity of the misuse, including the nature of the illegal content and its consequences (potential or otherwise);
- iii) where possible to identify, your intention in posting the material.

- iv) If you frequently submit notices or complaints that are clearly unfounded, we may suspend the processing of any further notices or complaints from you for a reasonable period of time. We will warn you in advance if we propose to suspend processing of your notices or complaints. When deciding whether to suspend you, we will consider:
- v) how many items of clearly unfounded notices or complaints you submitted within a given time frame in terms of the volume of other notices or complaints submitted by other users during that time;
- vi) the gravity of the misuse;
- vii) where possible to identify, your intention in submitting the notices or complaints.

Your rights to claim against us if we suspend or ban your use of our service

If we suspend or ban you from using our service in a way that breaches these terms of service, you have a right to bring a claim against us for breach of contract.

Rights you are giving us to use material you upload

When you upload or post content to our site, you grant us the following rights to use that content:

- i) a worldwide, exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the service;
- ii) a worldwide, non-exclusive, royalty-free, transferable licence for other users or partners to use the content in accordance with the functionality of the site.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may create and use a link to this site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you or your business or company.

Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Rules of Acceptable Use.

If you wish to link to or make any use of content on our site other than that set out above, please contact info@cyberiam.com.

Which country's laws apply to any disputes?

If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Our trade marks are registered

CyberIAM and the CyberIAM Helmet are UK registered trade marks of CyberIAM Holdings Limited. You are not permitted to use them without our approval, unless they are part of material you are using as permitted by us in writing.