Cambrient Terms of Use

Effective Date: [July 8th, 2025]

Welcome to Cambrient ("**Cambrient,**" "**we,**" "**our,**" "**us**"). These Terms of Use ("**Terms**") form a binding agreement between Cambrient and you or the entity you represent ("**Customer,**" "**you,**" "**your**") regarding your access to and use of Cambrient's cloud-based email-security service, website(s), dashboards, APIs, and related documentation (collectively, the "**Service**").

By creating an account, installing our add-in, or otherwise using the Service, you accept these Terms. If you do not agree, do not use the Service.

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1. Service Overview

Cambrient connects to Microsoft 365 via the Microsoft Graph API to identify, quarantine, or label suspected phishing emails. We store only the data necessary to provide this functionality (see Section 6). Cambrient is an independent provider and is **not** endorsed by or affiliated with Microsoft.

2. Eligibility & Registration

You must be at least 18 years old and legally able to enter contracts. When you register, you must provide accurate information and keep your credentials secure. You are responsible for all activity under your account.

3. License & Acceptable Use

We grant you a non-exclusive, revocable, worldwide license to access and use the Service during your subscription term, solely for your internal business purposes. You agree not to:

1. reverse-engineer, decompile, or attempt to discover the Service's source code;

2. upload or transmit any malware or unlawful content;

3. interfere with or circumvent the Service's security features;

4. use the Service to violate any law or third-party right.

4. Customer Responsibilities

- **Permissions.** You must obtain and maintain all rights (including user consents) required for us to access your Microsoft 365 tenant and process email content.

- **End-User Notices.** You are responsible for informing your end users that their emails may be scanned and stored as part of phishing analysis.

- **Accuracy of Data.** Cambrient flags messages using machine-learning models and industry heuristics. **No solution can guarantee 100 % threat detection.** You remain responsible for reviewing flagged mail and making final security decisions.

5. Fees & Payment (if applicable)

If you subscribe to a paid plan, you agree to pay the fees described in your order form or Partner Center subscription. Fees are non-refundable unless required by law. Late payments may incur interest at **1.5 % per month** or the maximum allowed by law.

6. Data Processing & Security

- **Data Stored.** We store (i) header, body, and metadata of emails marked as suspicious; (ii) sender and recipient email addresses; and (iii) tenant identifiers needed for reporting.

- **Retention.** By default, flagged data is saved for model training unless you request deletion.

- **Security Measures.** We use encryption in transit and at rest, network firewalls, MFA for administrative access, antivirus scanning, and regular vulnerability assessments.

- **Privacy.** Our collection and use of personal data is governed by the **Cambrient Privacy Policy**. You agree that Cambrient may process Customer Data in accordance with that policy and these Terms.

7. Intellectual Property

Cambrient and its licensors own all intellectual-property rights in the Service. Except for the limited rights expressly granted to you, nothing in these Terms transfers any IP to you.

8. Confidentiality

Both parties must protect the other's non-public information ("Confidential Information") with reasonable care and use it only to perform under these Terms. Customer Data is your Confidential Information; Service source code and pricing are Cambrient's.

9. Term & Termination

These Terms begin on the Effective Date and continue until your subscription ends or either party terminates for material breach that remains uncured **within 30 days' written notice**. Upon termination, your license ends and you must cease all use of the Service. We will delete or return Customer Data per Section 6.

10. Disclaimers

THE SERVICE IS PROVIDED **"AS IS"** WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. CAMBRIENT DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. We do not warrant that the Service will find or prevent every phishing attempt or operate uninterrupted or error-free.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CAMBRIENT'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE GREATER OF **(A) USD $500 OR (B) THE AMOUNT YOU PAID CAMBRIENT IN THE 12 MONTHS BEFORE THE CLAIM**. WE SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, DATA, OR BUSINESS INTERRUPTION.

12. Indemnification

You will defend and indemnify Cambrient from any third-party claim arising from (i) your misuse of the Service, (ii) your violation of these Terms or applicable law, or (iii) Customer Data infringing or misappropriating third-party rights.

13. Modifications

We may update these Terms from time to time. We will post the revised Terms and update the "Effective Date." Continued use of the Service after the changes take effect constitutes acceptance.

14. Governing Law & Venue

These Terms are governed by the laws of the **Commonwealth of Virginia, USA**, without regard to conflict-of-law rules. Any dispute will be resolved exclusively in the state or federal courts located in **Fairfax County, Virginia**; each party consents to those courts' jurisdiction.

15. Export Compliance

You may not use or export the Service in violation of U.S. export laws or regulations, including sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control.

16. Entire Agreement; Severability

These Terms (and any order form) constitute the entire agreement between you and Cambrient regarding the Service and supersede all prior agreements. If any provision is unenforceable, the remainder stays in effect.

17. Contact

Questions? Contact us at **no-reply@cambrient.ai**.

By using the Service, you acknowledge that you have read, understood, and agree to these Terms.