

# OPEN BLEND MICROSOFT TEAMS APP

## USER NOTICE

**July 2022**

### **Terms of use**

This notice tells you the terms on which you may make use the Open Blend Microsoft Teams App (**OB App**). You may use the OB App to send and receive notifications from our online employee centric performance management platform (**Services**) which we provide under license to the company or entity that you work for or to which you provide your services (**Your employer**). The OB App will only be useful to you if Your employer has a license to use our Services.

Please read these terms of use carefully before you start to use the OB App. By using the OB App, you accept these terms of use and agree to abide by them. If you do not agree to these terms of use, please refrain from using the OB App.

### **Information about us**

We are Open Blend Method Limited, a company incorporated in England, with company number 09283273 and whose registered address is Camburgh House, 27 New Dover Road, Canterbury CT1 3DN, UK.

### **Accessing our Services**

The Services are provided by us to Your employer. We make no representation or warranty to you of any kind, express or implied, as to the operation of the Services or of the OB App or the information, content or materials included in the Services. Your use of the Services is governed by your relationship with Your employer who is responsible for your use and actions relating to the Services.

You are responsible for maintaining the confidentiality of your password and any other access credentials you use to access the Services and the OB App and you must not share them or disclose them to any other person.

### **Intellectual property rights**

We are the owner or the licensee of all intellectual property rights in the OB App and the Services (including, but not limited to, all copyright), and you agree that you will not do anything to infringe or prejudice those rights.

You must not (and you are not licensed to):

- copy, modify, reverse engineer, decompile, or disassemble the OB App, or attempt to do so;
- install or use any third-party software or technology in any way that would subject our intellectual property or technology to any other license terms;
- work around any technical limitations in the OB App;
- separate and run parts of the OB App on more than one device;
- upgrade or downgrade parts of the OB App at different times;
- use the OB App for any unlawful purpose;

- transfer parts of the OB App separately; or
- distribute, sublicense, rent, lease, or lend the OB App, in whole or in part, or use it to offer services to a third party.

### **Suspension and termination**

In our entire discretion and without notice, liability or prejudice to our other rights, we may remove content or postings and/or suspend your access to the OB App. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. We may discontinue providing the OB App on instruction of Your employer or at our discretion.

### **Changes to this notice**

Changes to this notice will be posted via the OB App. Such changes shall be effective from the next time you use the OB App.

### **Privacy**

With respect to your personal data processed by the Services and the OB App, Your employer is the controller and we are a processor of such data. We process your personal data on the instructions of Your employer. Your employer is responsible for looking after and managing your personal data and you should read Your employer's privacy notice to understand the nature and purposes of processing and how they look after your personal data. Our document [Your Data in Open Blend](#) explains who sees what in the Services.

### **Law and Jurisdiction**

English law will govern this notice and the English courts will have exclusive jurisdiction over any claim arising from, or related to, this notice or use of our OB App.