SaaS Agreement

HarePoint is a registered trademark of MAPILab Ltd. This license agreement is concluded between MAPILab Ltd. (hereinafter MAPILab) and you (the collective User, an authorized representative of a commercial or government organization or private person).

Access and usage of the SaaS product HarePoint Workflow Designer for SharePoint Online (hereinafter the Service) by you indicates your acceptance of all points of the license agreement set forth below. If you do not agree with the proposed agreement, then you are obligated to refuse using the Service.

1. Definitions

- The Service: HarePoint Workflow Designer for SharePoint Online, consists of the following elements: the SharePoint App and Azure infrastructure-as-a-service. The SharePoint App provides access to the Azure Service, and keeps an application cache and some service settings. The Azure service provides a web-interface and manages all other service operations.

2. Rights to the Service

2.1 All rights to the Service belong to MAPILab and are protected by copyright laws of the United Kingdom of Great Britain and Northern Ireland and by international treaties. This Service is not sold, this Service is licensed.

2.2 This license agreement gives you the nonexclusive right to use the Service with under the terms and rules specified in this agreement. Service Level Agreement (SLA) for the Service is available in a separate agreement.

2.3 This license to use the Service may not be resold or transferred to third parties or rented without the written permission of copyright holders.

2.4 The license does not grant the right to modify, decompile, disassemble, or clone the Service, except in, and within the limits of, cases when such actions are expressly authorized by the law.

2.5 MAPILab reserves all rights that are not expressly stated in the license.

3 Licensing terms for the Service

3.1 The Service is free of charge. This means that it is available for deployment and use at no cost for commercial and non-commercial use.

4. Disclaimer

4.1 MAPILab is not responsible for any loss of profit, or for any other damages arising from use or misuse of the Service. The Service is used at your own risk.

4.2 MAPILab does not guarantee that the services will be performed error-free or uninterrupted. You acknowledge that MAPILab does not control the transfer of data over communications facilities, including the internet, and that the Service may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. MAPILab is not responsible for any delays, delivery failures, or other damage resulting from such problems.

5. Confidential information

5.1 Any information to which Azure service is provided access as part of the Service, as a result of delegation of access rights by you to any resource or services of the user, is not saved by MAPILab and is not given to any third party.

5.2 Statistical data concerning the User’s use of the Service, collected by the Service, is accessible only to the User and MAPILab and is not provided to any third party.

5.3 Any log files of Service usage and other information about the User’s infrastructure which has been given to MAPILab by the User shall be deemed confidential information.

5.4 MAPILab is obligated not to keep your confidential information more than two years and to take all reasonable steps to protect it.

5.5 The fact that the User has acquired a license or licenses for the Service is not considered confidential information, unless otherwise stated, and may be mentioned on the Service web sites and in marketing materials.

5.6 The confidentiality policy in regard to any object or process not expressly mentioned in this agreement, is described in the MAPILab Privacy Policy: <https://www.harepoint.com/AboutUs/Privacy-Policy.aspx>

6. Technical support and Service updates

6.1 All requests for technical support must be made through the online support system on the site of the Service: <https://www.harepoint.com/support/> .

6.2 You must have a competent technical staff to run and maintenance the Service and to serve as the contact point with the MAPILab technical support service.

Violation of the terms of this SaaS License Agreement shall result in the automatic termination of the license to use the Service and could result in administrative and / or criminal prosecution.​