

TERMS OF USE

Updated: March 30, 2026

1. Introduction

These Terms of Use ("Terms") govern your access to and use of the Implora platform ("Service") operated by Sky Made Simple ApS ("we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms.

Service Description: Implora is a B2B SaaS platform that enables organizations to run diagnostic tools on Microsoft 365 tenants and generate security assessment reports.

2. Eligibility

The Service is provided exclusively to business entities (B2B). You represent that:

You are authorized to bind your organization to these Terms

You are an authorized business user

You will comply with all applicable laws and regulations

3. Account Registration & Access

3.1 User Authentication

Access is granted through Microsoft Entra ID B2B authentication

You must be invited as a guest user by our platform

Group-based permissions determine your access level

3.2 Account Security

You are responsible for:

Maintaining the confidentiality of your credentials

All activities that occur under your account

Notifying us immediately of any unauthorized access

4. Service Usage

4.1 Permitted Use

You may use the Service to:

Run diagnostic tools on Microsoft 365 tenants you are authorized to access

Generate and download security assessment reports

Manage tenant consent for diagnostic execution

Track job execution and results

Use AI-powered analysis features to process and interpret security assessment data

4.2 Prohibited Use

You may not:

Access or attempt to access systems you are not authorized to access

Interfere with or disrupt the Service or servers

Reverse engineer, decompile, or disassemble any part of the Service

Use the Service for any unlawful purpose

Share your account credentials with unauthorized parties

Exceed reasonable usage limits or attempt to abuse the Service

5. Tenant Authorization

Your Responsibilities:

You are solely responsible for:

Obtaining proper authorization before running diagnostic tools on Microsoft 365 tenants

Ensuring valid OAuth consent flows are completed

Maintaining records of tenant consent

Complying with data protection requirements for all tenants you access

Implora's Authorization:

We ONLY access Microsoft 365 tenant data after you grant explicit OAuth consent through Microsoft's consent framework

Access is legally authorized through Microsoft Entra ID admin consent mechanism

We rely on Microsoft's identity verification and admin role validation

Once consent is granted, we are authorized to collect data as specified in the OAuth consent permissions

You can revoke consent at any time through your Microsoft Entra ID admin portal, which immediately terminates our access

Data collection begins only after consent is granted and ceases immediately upon consent revocation

Consent Verification & Liability:

We rely on Microsoft's OAuth consent mechanism to verify that you have authority to grant access

We are not responsible for verifying whether the person granting consent has proper internal authority within your organization

You must ensure that only authorized administrators with proper permissions grant consent to Implora

If unauthorized consent is granted by someone within your organization, you must revoke it immediately via Microsoft Entra ID

We are not liable for data access that occurs after consent is granted by someone you subsequently determine was not authorized

6. Data Processing

6.1 Data Controller/Processor Roles

You are the Data Controller for tenant data processed through the Service

We act as the Data Processor when processing data on your behalf

A separate Data Processing Agreement (DPA) governs data processing activities

View our DPA: <https://implora.io/legal/>

6.2 Multi-Tenancy

All data is isolated by organization tenant ID

You can only access data belonging to your organization

Cross-tenant access is strictly prohibited

7. Intellectual Property

7.1 Our Rights

We retain all rights, title, and interest in:

The Service platform and infrastructure

Diagnostic tools and templates

Report templates and designs

Trademarks, logos, and branding

7.2 Your Rights

You retain all rights to:

Your tenant data

Custom configurations you create

Reports generated from your data

7.3 License Grant

We grant you a limited, non-exclusive, non-transferable license to access and use the Service during the term of your subscription.

8. Service Availability & Support

8.1 Service Availability

The Service is provided "as available" without guaranteed uptime

We use commercially reasonable efforts to maintain service availability

Service availability depends on third-party infrastructure (Microsoft Azure) and Microsoft Graph API availability

Scheduled maintenance will be announced in advance when possible

Emergency maintenance may occur without notice

No Service Level Agreement (SLA) is provided unless specified in a separate enterprise agreement

8.2 Support

Support is provided via email and the platform interface

Response times vary by subscription tier

We do not guarantee resolution of all issues

9. Fees & Payment

9.1 Subscription Fees

Fees are based on your selected subscription plan

Billing is handled through Azure Marketplace or manual invoicing

Prices are displayed in your local currency as determined by Azure Marketplace

9.2 Payment Terms

Fees are billed in advance based on your subscription plan (monthly or annual)

Payment is due upon invoice

Failed payments may result in service suspension

All fees are non-refundable once the billing period has commenced

9.3 Cancellation & Refunds

Business-to-Business Transaction:

This is a B2B service. Danish law does not provide statutory withdrawal rights (fortrydelsesret) for business purchases. By subscribing, you acknowledge that you are purchasing as a business entity without consumer withdrawal rights.

Cancellation Terms:

You may cancel your subscription at any time through the platform

Cancellation takes effect at the end of your current billing period

Already paid subscription fees are non-refundable

No pro-rata refunds for partial periods

No Refunds for Used Services:

No refunds are provided once you have:

Generated one or more security assessment reports

Executed diagnostic tools on any tenant

Accessed or downloaded any reports or data

These are digital services that are considered consumed upon use.

Exceptions:

We may provide refunds at our sole discretion for:

Technical failures preventing service access

Billing errors

Other extraordinary circumstances

Contact hello@implora.io for refund requests.

10. Cloud Service Switching (EU Data Act)

EU residents have these rights under the EU Data Act:

10.1 Termination Rights

You may terminate the Service with 2 months' notice

You may switch to another provider at any time

10.2 Data Portability

We will transfer your data within 30 days of request

Data will be provided in a structured, commonly used format

We will assist with migration to another provider

10.3 Switching Fees

No fees for switching providers (as of 2027)

Transitional fees may apply before 2027

11. Liability & Warranties

11.1 Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING:

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

NON-INFRINGEMENT

UNINTERRUPTED OR ERROR-FREE OPERATION

ACCURACY OF RESULTS

11.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

We are not liable for indirect, incidental, or consequential damages

Our total liability for commercial claims between the parties is limited to fees paid in the 12 months preceding the claim

We are not responsible for data loss, business interruption, or lost profits

GDPR Data Subject Compensation:

This limitation does not apply to compensation owed to data subjects under GDPR Article 82. We remain fully liable to data subjects for damages caused by data protection violations, regardless of this contractual limitation.

11.3 Indemnification

You agree to indemnify us against claims arising from:

Your violation of these Terms

Your unauthorized use of the Service

Your violation of applicable laws or third-party rights

12. Term & Termination

12.1 Term

These Terms remain in effect while you use the Service.

12.2 Termination by You

You may cancel your subscription at any time

Cancellation takes effect at the end of your current billing period

Already paid fees are non-refundable (see Section 9.3)

EU users must receive data portability within 30 days (EU Data Act)

12.3 Termination by Us

We may suspend or terminate your access if:

You violate these Terms

Your account is inactive for an extended period

Required by law or legal process

You fail to pay fees

12.4 Effect of Termination

Upon termination:

Your access to the Service will cease

We will delete your data according to our retention policy

You remain liable for fees incurred before termination

13. Modifications

13.1 Changes to Terms

We may update these Terms at any time

We will notify you of material changes via email or platform notice

Continued use after changes constitutes acceptance

13.2 Changes to Service

We may modify, suspend, or discontinue any part of the Service

We will provide reasonable notice for material changes

No refunds for discontinued features

14. Governing Law & Dispute Resolution

14.1 Governing Law

These Terms are governed by the laws of Denmark, excluding conflict of law principles.

14.2 Jurisdiction

Any disputes shall be resolved in the courts of Denmark.

15. General Provisions

15.1 Entire Agreement

These Terms, together with our Privacy Policy and DPA, constitute the entire agreement between you and us.

15.2 Severability

If any provision is found invalid, the remaining provisions remain in effect.

15.3 No Waiver

Our failure to enforce any provision does not constitute a waiver.

15.4 Assignment

You may not assign these Terms without our written consent. We may assign these Terms to any successor entity.

15.5 Force Majeure

We are not liable for delays or failures due to circumstances beyond our reasonable control.

16. Contact Information

For questions about these Terms:

Sky Made Simple ApS

VAT: DK 43434527

Email: hello@implora.io

Website: <https://implora.io>

Danish Data Protection Agency (Datatilsynet):

Website: <https://www.datatilsynet.dk>

(For GDPR-related inquiries)

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.