Terms of Use
Latest Update Date: July 20, 2026

These Terms of Use (the "**TOU**") are between you, the user of the Services, and Flare Systems, Inc., with a registered address at 1751 Rue Richardson, Montréal, Québec, H3K 1G6, Canada ("**Flare**").

The TOU enters into force upon your acceptance and continue in full force for as long as you are using our Services unless the TOU is terminated as set forth herein.

If you have any questions on the TOU, you can reach out to us by e-mail at legal@flare.io.

1. DEFINITIONS

- "**Account Owner**" means an entity that provides you with access to the Services, including the Flare Platform.
- "**Commercial Services**" means all Services, other than the Educational Services, that Flare makes available for commercial use, whether through the Flare Platform, through an Account Owner, directly by Flare, or otherwise through any authorized means of access. Commercial Services include the Flare Platform and any related features, functionalities, APIs, integrations, and supporting materials made available by Flare.
- "**Content"** means all data, materials, information, content, and software made available through the Services to you, including, any educational content, information indexed from public sources or otherwise collected independently by Flare, materials obtained from a third party, and content generated by Flare in relation to such material. The Content includes all information, data and materials that are made available through the retrieval functions within the Flare Platform.
- "**User Content**" means any content, data, information, or materials that you submit, upload, input, or otherwise provide through the Services, including the responses and inputs you provide as part of Educational Services.
- "**Educational Services**" means the products and services made available by Flare that are intended to provide training, educational, and skills-development content, including simulated training scenarios and related assessments.
- "**Flare Platform**" means the web application, mobile application, search bar, search API, application programming interface, software, and any other components and made available to you by Account Owner.
- **"IP"** means all intellectual property and intellectual property rights, whether registered or unregistered, including software, algorithms, models, inventions, works, databases, documentation, know-how, trade secrets, trademarks, trade names, patents, industrial designs, copyrights, and all other proprietary rights recognized under applicable law, together with all applications, registrations, renewals, extensions, and rights to enforce them.
- "**Services**" means all products, services, websites, and functionalities made available by Flare from time to time including the Commercial Services and the Educational Services.

2. ACCOUNTS

a) Eligibility

To access or use the Services, you must

- be at least 18 years of age or the age of majority in your jurisdiction of residence, whichever is greater;
- have the legal capacity to enter into these TOU;
- where you access the Commercial Services, be authorized by the applicable Account Owner to access and use the Commercial Services on its behalf or as otherwise permitted by the Account Owner;
- use the Services solely for lawful business, professional, or educational purposes in accordance with these TOU; and
- comply with all additional eligibility requirements that may apply to a particular Service.

The Services are designed and intended for use by professionals acting in a business or professional capacity, including cybersecurity, threat intelligence, fraud prevention, and related fields, and by individuals seeking to develop or improve professional skills through our Educational Services. The Services are not intended for personal, family, or household use. By accessing or using the Services, you represent and warrant that you satisfy the eligibility requirements set out in this Section.

b) Authentication

To access certain Services, you may be required to create an account or otherwise authenticate your identity. You are responsible for maintaining the confidentiality of your login credentials, for taking reasonable measures to prevent unauthorized access to your account, and for all activities that occur under your account, except to the extent resulting from our own acts or omissions.

You must promptly notify the applicable Account Owner or, where you access the Services directly through Flare, Flare, if you know or reasonably suspect that your account or credentials have been compromised or used without authorization.

Certain Services may require you to authenticate through or establish an account with a third-party service provider, such as Discord or another identity provider. You authorize Flare to share the information reasonably necessary to enable your authentication and access to the applicable Services. Your use of any third-party service remains subject to that provider's applicable terms and privacy policy, and Flare is not responsible for the availability or operation of such third-party services.

3. THIRD PARTY SERVICES

Certain Services may enable or require you to access, authenticate through, or interact with third party services, products, websites, software, application programming interfaces, identity providers, communication platforms, or other third-party applications ("**Third Party Services**").

Your use of any Third-Party Service is governed by the applicable terms, conditions, and privacy policies of the relevant third party. Flare does not control and is not responsible for the availability, security, performance, content, privacy practices, or operation of any Third-Party Service.

Where necessary to provide the Services, you authorize Flare to exchange information with the applicable Third-Party Service for authentication, integration, interoperability, or other functionality requested by you or your Account Owner.

Flare may modify, suspend, replace, or discontinue integrations with Third Party Services at any time when reasonably necessary for security, legal, technical, or operational reasons.

To the fullest extent permitted by applicable law, Flare is not responsible for any loss, interruption, delay, security incident, unavailability, or other issue arising from or relating to any Third Party Service.

4. ACCEPTABLE USE POLICY

You must use the Services responsibly, lawfully, and in accordance with these TOU. You must not use the Services in any manner that:

- **Violates** applicable laws or regulations, including those relating to privacy, cybersecurity, intellectual property, sanctions, export controls, or criminal offences.
- **Infringes** the rights of another person or organization, including their intellectual property, privacy, confidentiality, or other legal rights.
- **Facilitates**, promotes, conceals, or assists fraud, unauthorized access, cybercrime, or any other unlawful activity.
- **Sells**, resells, sublicences, commercializes, or otherwise exploits our IP except as expressly permitted by these TOU.
- **Disrupts** or interferes with the security, integrity, availability, or normal operation of the Services or any third party's systems, including through excessive automated requests, denial of service attacks, or other abusive activities.
- **Attempts** to bypass, disable, circumvent, or interfere with any security, authentication, technical, licensing, or usage restrictions implemented by Flare.
- **Modifies**, decompiles, disassembles, reverse engineers, or otherwise attempts to derive the source code, underlying ideas, algorithms, or technology of the Services, except where such restrictions are prohibited by applicable law.
- **Scans**, probes, tests, or attempts to gain unauthorized access to systems, networks, applications, accounts, or digital assets without proper authorization.
- **Introduces** malware, malicious code, viruses, Trojan horses, worms, or other harmful material into the Services.
- **Extracts**, scrapes, harvests, or systematically copies Content or other information made available through the Services, except through functionality expressly provided by Flare.
- **Uses** Content or information obtained through the Services to facilitate unlawful activity, exploit affected individuals, build or enrich marketing or consumer databases, identify or profile individuals for unrelated purposes, or for any purpose unrelated to legitimate cybersecurity, fraud prevention, incident response, regulatory compliance, or authorized investigations.
- **Redistributes**, publishes, discloses, or otherwise makes available Content obtained through the Services except as authorized by applicable law, these TOU, or the permissions applicable to your use of the Services.
- **Uploads**, submits, or otherwise provides information that you are not authorized to disclose or that infringes the rights of another person or organization.

- **Creates**, transmits, distributes, or stores material that is unlawful, threatening, abusive, hateful, fraudulent, or otherwise likely to give rise to civil or criminal liability.

You are responsible for ensuring that you are legally authorized to access, receive, use, disclose, retain, and otherwise process any information submitted to or obtained through the Services.

5. COMMERCIAL SERVICES

a) Permitted Use

You may access and use the Commercial Services only in accordance with these TOU, the permissions granted by the applicable Account Owner, and applicable laws.

The Commercial Services are designed to support legitimate cybersecurity, fraud prevention, digital risk protection, security operations, incident response, governance, risk management, regulatory compliance, forensic investigations, and other defensive security activities carried out by you or by an organization that has authorized you to use the Commercial Services on its behalf.

Certain Content made available through the Commercial Services may originate from public sources, third parties, or sources associated with cybersecurity incidents, fraud, or criminal activity. You may access and use such Content only where you are legally authorized to do so and solely for legitimate defensive security purposes.

Without limiting the foregoing, the Commercial Services may be used to:

- Identify, investigate, monitor, assess, and remediate cybersecurity threats, vulnerabilities, fraud, and digital risks.
- Monitor digital assets, brands, domains, infrastructure, credentials, repositories, identities, or other assets that you own, administer, protect, or are otherwise authorized to monitor.
- Investigate actual or suspected cybersecurity incidents.
- Support security operations, threat intelligence, vulnerability management, governance, risk management, compliance activities, audits, and forensic investigations.
- Notify affected organizations or individuals where authorized or required by applicable law.
- Generate reports, alerts, metrics, analyses, and other cybersecurity intelligence.
- Retrieve Content through functionality expressly made available by Flare.

The Commercial Services are defensive cybersecurity tools. They must not be used to facilitate unauthorized access to systems, identity theft, fraud, offensive cyber operations, unlawful surveillance, or any other unlawful activity.

You remain solely responsible for:

- Determining whether you are legally authorized to access, receive, retrieve, possess, disclose, or otherwise use any Content.
- Complying with all applicable laws, contractual obligations, professional obligations, and internal policies.

- Independently assessing any alerts, risk ratings, Content, or other information made available through the Commercial Services before acting upon it.

b) Query Identifiers

Certain Commercial Services allow you to submit one or more search identifiers (each, a **"Query Identifier"**) within a single search. You must not combine multiple Query Identifiers into a single query, or otherwise structure your searches, for the purpose of avoiding the usage limits applicable to your subscription. Unless otherwise authorized by Flare, each Query Identifier may only be assigned once during any calendar month.

c) Alerts

The Commercial Services may allow you to configure alerts based on monitoring criteria that you define. You are solely responsible for configuring, maintaining, testing, and monitoring your alert settings, including ensuring that alerts are delivered to appropriate recipients and that contact information remains accurate and up to date.

Flare does not guarantee that alerts will be generated, transmitted, received, or acted upon within any particular timeframe, or that every relevant event will generate an alert. You remain solely responsible for monitoring your own environment, reviewing alerts, determining whether further investigation or remediation is appropriate, and taking any action required in response.

The Commercial Services are intended to assist your cybersecurity activities and do not constitute a managed detection, monitoring, incident response, or security operations service. Any alerts, recommendations, or risk ratings are provided for informational purposes only and do not replace your own independent assessment or professional judgment.

d) Retrieval Function

Certain Commercial Services may include functionality (the **"Retrieval Function"**) that enables you to retrieve Content directly from third party or monitored sources through the Services.

The Retrieval Function facilitates your access to such Content but does not alter, verify, inspect, sanitize, endorse, or otherwise control the retrieved Content. Unless expressly indicated otherwise, retrieved Content is obtained directly from the relevant source and not from Flare.

You acknowledge that Content retrieved through the Retrieval Function may contain malicious software, harmful code, stolen property, confidential information, personal information, or other material that may be unlawful to possess, access, receive, disclose, or use in certain circumstances or jurisdictions.

You are solely responsible for:

- Determining whether you are legally authorized to retrieve, access, receive, possess, disclose, retain, or otherwise use the retrieved Content;
- Complying with all applicable laws, regulations, contractual obligations, and internal policies relating to such Content; and
- Implementing appropriate security measures when handling retrieved Content, including using isolated or sandboxed environments where appropriate.

Flare does not monitor, validate, or assume responsibility for the legality, accuracy, integrity, availability, safety, or security of any Content retrieved through the Retrieval Function and disclaims all liability arising from your retrieval, possession, access, disclosure, or use of such Content to the fullest extent permitted by applicable law.

6. EDUCATIONAL SERVICES

a) Permitted Use

The Educational Services are intended solely to provide training, education, and skills development in cybersecurity, threat intelligence, fraud prevention, and related disciplines.

Certain Educational Services may include simulated environments, fictional scenarios, role playing exercises, or other training content designed to reproduce realistic cybersecurity situations. Unless expressly indicated otherwise, such content is fictional and is provided solely for educational purposes.

You must not use the Educational Services as a substitute for responding to an actual cybersecurity incident or for processing confidential, personal, or incident specific information unless expressly authorized by Flare.

b) AI Disclosures

We use artificial intelligence as part of our Educational Services, including to generate simulated content, evaluate responses, and provide grades, scores, feedback, or other educational outputs.

Certain Educational Services use artificial intelligence to generate simulated personas or interactive training scenarios. Where you interact with such personas, you are interacting with fictional, AI generated characters created solely for educational purposes. They do not represent real individuals or actual events.

AI generated content, including simulated personas, responses, evaluations, grades, scores, and feedback, may be inaccurate, incomplete, inconsistent, or unexpected and is provided solely for educational and training purposes. Additional disclaimers relating to AI generated outputs are set out in the Disclaimers section below.

c) Automated Decision Making

Where the Educational Services include exercises, examinations, assessments, or similar activities, we use automated processing, including artificial intelligence, to evaluate the responses you submit and generate grades, scores, feedback, or similar educational outputs based on predefined evaluation criteria. These results are generated automatically and may not always be accurate.

These automated assessments are provided solely for formative, educational, and skills development purposes. They do not determine your eligibility for employment, professional certification, academic credit, financial services, or any legal right or benefit. We do not use these assessments, or share them with third parties, as the basis for making decisions that produce legal or similarly significant effects concerning you.

You may retake assessments where made available without additional individual assessment fees. Accordingly, the automated assessments provided through the Educational Services are not intended to produce legal effects concerning you or similarly significantly affect you.

d) Human Review

You may request human review of any grade, score, or other result produced through automated processing, express your point of view, and contest the result. To do so, contact us at **legal@flare.io** or use any review mechanism made available through the Educational Services.

Where applicable, we will provide meaningful information regarding the principal factors that contributed to the result, and a qualified member of our personnel who was not solely responsible for the automated result will review your request, consider your representations, and confirm, modify, or replace the result. Where required by applicable law, any decision based solely on automated processing that produces legal or similarly significant effects will be subject to such human review.

e) No Accreditation or Academic Credentials

The Educational Services, and any other educational offerings made available by Flare, are provided solely for general education, training, and skills development.

Flare is not an accredited educational institution. The Educational Services do not constitute, are not equivalent to, and do not lead to any academic degree, diploma, professional licence, accreditation, or other recognized educational qualification, and they do not confer academic credit or professional certification.

f) Certificates

Any certificate, badge, completion record, or similar acknowledgment made available through the Educational Services solely confirms that you completed or participated in a particular course, module, assessment, or training activity.

Such acknowledgments do not constitute academic credentials, professional certifications, licences, or qualifications of any kind. We make no representation or warranty that any Educational Service or certificate will be recognized by any employer, educational institution, certification body, governmental authority, or professional organization, or that completion of any Educational Service will result in any particular competency, employment opportunity, certification, or other outcome.

Additional terms may apply to specific Educational Services. To the extent of any inconsistency, those additional terms will prevail with respect to the applicable Educational Service.

7. CONTENT AND INTELLECTUAL PROPERTY

a) Ownership

The Services make available different categories of Content originating from different sources. Ownership of Content remains with the applicable rights holder.

Nothing in these TOU transfers ownership of any intellectual property rights to you or to Flare except where such rights already belong to the applicable party.

As between you and Flare, Flare and its licensors own all right, title, and interest, including all IP, in and to the Services, including the Flare Platform, its software, databases, algorithms, models, documentation, interfaces, search capabilities, organization of information, analytics, reports, trade names, trademarks, and all other proprietary technologies and materials made available by Flare.

Content originating from public sources, third parties, customers, or other external sources may be subject to the IP or other rights of third parties. Flare does not claim ownership of such Content solely because it is made available through the Services.

b) Access Through the Services

Subject to these TOU, Flare permits you to access Content through the Services using the functionality that Flare makes available from time to time.

Your access to Content through the Services does not transfer any ownership, licence, IP, or other rights in the Content itself. Except where expressly provided by applicable law, these TOU, or the applicable rights holder, no rights are granted to you beyond the ability to access and use the Services in accordance with these TOU.

You are solely responsible for determining whether you are legally authorized to access, retrieve, receive, possess, disclose, retain, or otherwise use any Content made available through the Services. The fact that Content is accessible through the Services does not mean that Flare owns the Content, that the Content may be lawfully used for every purpose, or that third party rights do not apply.

c) Restrictions

Except as expressly permitted by these TOU or applicable law, you must not, and must not permit any other person to:

- Sell, resell, licence, sublicence, distribute, publish, or otherwise commercialize any Content or any part of the Services.
- Use any Content or the Services to develop, train, benchmark, or improve products or services that compete with the Services.
- Extract, scrape, harvest, or systematically collect Content except through functionality expressly made available by Flare.
- Remove, obscure, or alter any proprietary notices contained in the Services.
- Access or use any Content in violation of applicable law or the rights of any third party.

d) User Content

As between you and Flare, you retain any rights you have in your User Content.

You represent and warrant that you have all rights and authorizations necessary to submit your User Content through the Services and to grant the rights described in these TOU.

You grant Flare a worldwide, non exclusive, royalty free licence to host, store, reproduce, transmit, process, display, and otherwise use your User Content as reasonably necessary to provide, maintain, secure, support, and improve the Services, comply with applicable law, investigate misuse of the Services, and otherwise perform its rights and obligations under these TOU.

Where you submit User Content through the Educational Services, you further agree that Flare may use your responses, submissions, interactions, grades, feedback, and other User Content generated through the Educational Services to develop, test, validate, evaluate, and improve the Educational Services, including the artificial intelligence models and related technologies used in connection with those Educational Services, subject to applicable law and our Privacy Policy.

Where User Content contains personal information, Flare will process such information in accordance with applicable law and our Privacy Policy.

e) Feedback

You are under no obligation to provide Flare with suggestions, ideas, comments, recommendations, improvements, or other feedback relating to the Services ("Feedback").

If you choose to provide Feedback, you grant Flare a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty free right to use, reproduce, modify, adapt, incorporate, commercialize, and otherwise exploit such Feedback for any purpose without restriction or compensation to you.

f) Reservation of Rights

Except for the limited rights expressly granted under these TOU, all rights in the Services and the applicable IP are reserved by Flare and the applicable rights holders.

8. MONITORING AND SUSPENSION

We may monitor your use of the Services, including the Flare Platform, at any time and without notice, to verify compliance with the TOU, to investigate suspected misuse, to respond to inquiries from regulators, law enforcement, or third parties, or to protect the security, integrity, and availability of the Services.

We reserve the right, at our sole discretion and without liability to you, to suspend, restrict, or terminate your access to the Services, in whole or in part, with or without prior notice, in any of the following circumstances:

- You breach, or we reasonably believe that you have breached or are about to breach, the TOU;
- We consider it necessary or advisable for security reasons, including to prevent or mitigate any actual or suspected unauthorized access, security incidents, or vulnerability affecting the Services, our systems, or our Confidential Information;
- We are conducting an inquiry, investigation, or audit relating to your use of the Services, whether initiated by us or by a third party (including a regulator or law enforcement authority), for as long as such inquiry, investigation, or audit remains ongoing; or
- We reasonably believe that the Services are being used in a manner inconsistent with the TOU or applicable laws.

Where access is provided to you through an Account Owner, we may notify the Account Owner of any suspected or actual misuse of the Services by you, including the circumstances giving rise to any monitoring, inquiry, or suspension under this Section.

Any suspension under this Section may be maintained for as long as we consider it necessary to address the circumstances giving rise to it and does not relieve you of any of your obligations under the TOU. We have no liability whatsoever to you or to any third party for any suspension, restriction, or termination of access effected in accordance with this Section, nor for any consequences resulting therefrom.

9. DISCLAIMERS

Except to the extent prohibited by applicable law, the Services and the Content are provided on an “as is” and “as available” basis.

Flare does not represent or warrant that the Services, the Content, or any output generated through the Services will be uninterrupted, secure, accurate, complete, current, reliable, or suitable for your particular circumstances or intended use.

You are solely responsible for determining whether and how to rely upon any Content, alerts, reports, recommendations, risk ratings, search results, educational materials, or other outputs made available through the Services. You remain solely responsible for any decisions, actions, or omissions based on your use of the Services.

Certain Services may incorporate artificial intelligence or other automated technologies to generate or assist in generating Content, educational materials, recommendations, analyses, summaries, grades, scores, or other outputs. Such outputs may be inaccurate, incomplete, inconsistent, biased, or unexpected and should not be relied upon without appropriate human review and independent judgment.

To the fullest extent permitted by applicable law, Flare disclaims all representations, warranties, and conditions, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, non-infringement, and quiet enjoyment.

Nothing in these TOU excludes or limits any warranty or other right that cannot lawfully be excluded under applicable law.

10. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, neither Flare nor its Representatives will be liable to you for any indirect, incidental, consequential, exemplary, punitive, or special damages, or for any loss of profits, revenue, business opportunities, goodwill, anticipated savings, data, or business interruption, arising out of or relating to the Services, the Content, these TOU, or your use of or inability to use the Services, regardless of the cause of action and even if advised of the possibility of such damages.

To the fullest extent permitted by applicable law, Flare’s aggregate liability to you arising out of or relating to these TOU or the Services will not exceed the amount, if any, that you personally paid directly to Flare for access to the applicable Services during the twelve (12) months preceding the event giving rise to the claim. Where you do not pay Flare directly for access to the Services, you acknowledge that you have no direct monetary claim against Flare arising solely from your use of the Services, except to the extent liability cannot be excluded or limited under applicable law.

Nothing in these TOU limits or excludes any liability that cannot lawfully be limited or excluded under applicable law.

Nothing in these TOU is intended to modify, expand, or reduce any limitation of liability agreed between Flare and the applicable Account Owner under a separate written agreement. Where your access to the Services is provided through an Account Owner, any rights or remedies relating to the commercial provision of the Services remain subject to the agreement between Flare and the Account Owner. You agree that the Account Owner is responsible for determining whether the Services are appropriate for your intended use and for granting you access to the Services.

11. TERMINATION

These TOU remain in effect until terminated.

You may terminate these TOU at any time by ceasing to use the Services and, where applicable, requesting deletion of your account through the Account Owner or directly through Flare.

Flare may suspend or terminate your access to the Services in accordance with these TOU. Where your access is provided through an Account Owner, your access may also end if the Account Owner removes your access or its agreement with Flare terminates or expires.

Upon termination, your right to access and use the Services immediately ends. Any provisions of these TOU that by their nature are intended to survive termination, including those relating to intellectual property, disclaimers, limitation of liability, indemnification (if any), governing law, dispute resolution, and any accrued rights or obligations, will survive.

12. MODIFICATIONS

Flare may modify, update, replace, suspend, or discontinue any aspect of the Services at any time.

Flare may also modify these TOU from time to time. Where required by applicable law, or where Flare considers it appropriate, notice of material changes will be provided through the Services, by electronic communication, or by any other reasonable means. If applicable law requires your express acceptance of a modification before it becomes effective, Flare will obtain such acceptance in the manner required by applicable law.

Your continued use of the Services after the effective date of the modified TOU constitutes your acceptance of the changes. If you do not agree to the modified TOU, you must stop using the Services.

13. GOVERNING LAWS AND JURISDICTION

These TOU are governed by the laws of the Province of Québec and the applicable federal laws of Canada, without regard to conflict of laws principles.

Subject to any mandatory rights under applicable law, the parties irrevocably submit to the exclusive jurisdiction of the courts of the judicial district of Montréal, Québec, for any dispute arising out of or relating to these TOU or the Services.

If an Account Owner has negotiated different governing law or jurisdiction provisions in its agreement with Flare, those provisions will prevail to the extent they apply to your access to the Services.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these TOU.

14. WAIVER OF JURY TRIAL; CLASS ACTION WAIVER

To the fullest extent permitted by applicable law, each party waives any right to a trial by jury in any legal proceeding arising out of or relating to these TOU or the Services.

To the fullest extent permitted by applicable law, each party also waives any right to participate as a plaintiff or class member in any class, collective, representative, or similar proceeding arising out of or relating to these TOU or the Services.

15. GENERAL

These TOU constitute the entire agreement between you and Flare regarding your access to and use of the Services and supersede all prior discussions, understandings, and agreements relating to the same subject matter.

Our failure to exercise or enforce any right under these TOU does not constitute a waiver of that right unless expressly agreed in writing.

Flare may assign or transfer these TOU, in whole or in part, including in connection with a merger, acquisition, corporate reorganization, or sale of assets. You may not assign or transfer these TOU without Flare's prior written consent.

If any provision of these TOU is found to be invalid, illegal, or unenforceable, that provision will be interpreted or modified only to the extent necessary to make it enforceable, and the remaining provisions will remain in full force and effect.

Nothing in these TOU excludes or limits any rights or remedies that cannot lawfully be excluded or limited under applicable law.

You can consult the French version of the TOU here.