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# Terms of Use

Updated: November 2025

These Terms of Use (these “Terms”) describe the terms and conditions by which you may access and/or use the website(s), including jamf.com (the “Site”) and any successor URL(s), and other features made available on the Site by Jamf Software, LLC (“Jamf,” “we,” “our,” or “us”). By continuing to use the Site, you signify that you have read, understood and accepted these Terms, and our [Privacy Policy <https://www.jamf.com/trust-center/privacy/privacy-policy/>](https://www.jamf.com/trust-center/privacy/privacy-policy/), as further described below. We reserve the right to modify these Terms, and we will provide notice of material changes as described below. These Terms apply to all who access or use the Site (collectively, “Users,” and, as applicable to you, “you” or “your”). If you are a Jamf customer, a separate agreement applies to your use of the software and the services.

**PLEASE READ THESE TERMS CAREFULLY: THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN THE Arbitration Agreement SECTION BELOW (THE “ARBITRATION AGREEMENT”) AND A CLASS ACTION/JURY TRIAL WAIVER PROVISION IN THE Class Action/Jury Trial Waiver SECTION BELOW (THE “CLASS ACTION/JURY TRIAL WAIVER”) THAT REQUIRE DISPUTES BE RESOLVED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS, UNLESS YOU OPT OUT AS DESCRIBED BELOW.**

## Use of the Site

You may only use this Site for lawful purposes. You may not use this Site in a way that infringes on the rights of Jamf or any third party or interferes with the operation of this Site. Specifically, you will not:

- Try to gain unauthorized access to any part of this Site or to any Jamf systems or servers;
- Interfere with or unreasonably burden this Site or other Jamf systems;
- Attempt to interfere with the proper working of this Site or another person’s use of the Site; or
- Alter any content on this Site.

## Account Creation

To participate fully in certain areas of this Site, like [Jamf Nation <https://community.jamf.com/>](https://community.jamf.com/), you will need to create an account. You must provide

accurate and complete account information and let us know if anything changes. You may not use anyone else's account to access this Site, nor may you allow others to use your account. Do not select an inappropriate username or impersonate others.

You are responsible for maintaining the security and confidentiality of your account and password. You are responsible for all actions that occur on your account. If you notice any unauthorized use of your account, notify Jamf immediately.

Please see Jamf's Privacy Policy <<https://www.jamf.com/trust-center/privacy/privacy-policy/>> to learn about how we may use the account information that you submit. If you create an account, you agree that Jamf may send you electronic communications.

### **Submission of User Content**

Users may post messages, comments, images, content and other materials ("User Content") on this Site and Jamf Nation. By posting User Content, you represent that you own or have permission to post it. Your participation on Jamf Nation is governed by these Terms and the Jamf Nation Community Guidelines <<https://community.jamf.com/>>. Do not post or upload User Content that:

- Is owned by another person, unless you have permission to post it;
- Is false or misleading, libelous, defamatory, obscene, pornographic, indecent, discriminatory, offensive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory or otherwise inhibits another's use or enjoyment of the Site;
- Constitutes or encourages criminal activity or violates applicable law;
- Infringes any intellectual property or proprietary rights of any party;
- Impersonates any person or entity or misrepresents your connection to a person or entity;
- Includes unsolicited promotions, advertising or solicitations; or
- Contains viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files.

Jamf does not review User Content before it is posted. Jamf is not responsible and assumes no liability for any User Content or other third-party content that appears on this Site or is accessible through links on this Site. Jamf reserves the right to remove any User Content at any time and for any reason without notice. You acknowledge that Jamf does not endorse or control User Content and any other third-party content or opinions.

By posting User Content, you grant Jamf a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, publish, distribute and create derivative works from the User Content or incorporate User Content into any material, media or technology now known or later developed without compensation to you.

### **Submission of Feature Requests**

You can submit suggestions, recommendations, ideas and feedback about Jamf software, products and services ("Feature Requests") to Jamf via Jamf Nation. By posting User Content that includes Feature Requests or submitting a Feature Request through Jamf Nation, you agree that the Feature Request and related intellectual property rights will become the property of Jamf without any compensation or other obligation to you. You also agree that Jamf may use the Feature Request in any way, including developing products or services that incorporate the Feature Request and

creating derivative works from it. Jamf has no obligation to keep your Feature Request submission confidential, nor does Jamf have an obligation to actually review the Feature Request or add it to any products or services.

### **Digital Millennium Copyright Notice**

Jamf has registered an agent with the U.S. Copyright Office as outlined in Title II of the Digital Millennium Copyright Act (17 U.S.C.A. section 512) ("DMCA"). If you believe that content found on this Site infringes upon your copyrighted work, please notify us. Upon proper and complete notice of an alleged copyright infringement, Jamf will remove or block access to the content, provide notice to the person who posted the content and act as dictated by Title II of the DMCA. Please send all notices of alleged copyright infringement to:

### **Copyright Agent**

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Minneapolis, MN 55401

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legal@jamf.com

### **Intellectual Property**

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### **Privacy**

Your use of this Site is governed by Privacy Policy <<https://www.jamf.com/trust-center/privacy/privacy-policy/>>. Please review the Privacy Policy to learn about our privacy practices and how we may use personal information we collect through the Site.

### **Indemnification**

You agree to indemnify, defend and hold harmless Jamf and its officers, directors, employees, affiliates, agents, successors and assigns from and against all claims, losses, expenses, damages and costs, including reasonable legal fees, asserted by third parties and resulting from your use of the Site or any violation of these Terms by you.

### **Governing Law and Jurisdiction**

These Terms will be governed by the substantive laws of the State of Minnesota, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. The Federal Arbitration Act (9 U.S.C. §§ 1-16) (as it may be amended, "FAA") governs the interpretation and enforcement of the Arbitration Agreement below and preempts all state laws (and laws of other jurisdictions) to the extent permitted by applicable laws and regulations. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue will be resolved under and governed by the law of the U.S. state where you live (if applicable) or the jurisdiction mutually agreed upon in writing by you and us. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in Minneapolis, Minnesota for any actions for injunctive or equitable

relief, or any appeals of an arbitration award, or for trial court proceedings if the Arbitration Agreement below is found to be unenforceable. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

### **Termination**

You acknowledge and agree that Jamf has sole discretion to terminate your access to this Site. Jamf will not be liable to you or any third party if we terminate your Site access. Should you object to any provisions in these Terms, or to any subsequent modifications to them, your only recourse is to discontinue use of this Site.

### **Arbitration Agreement**

Except where prohibited by law, you and Jamf agree that any dispute, claim, or controversy arising out of or relating to these Terms or your use of the Site will be resolved exclusively by final and binding arbitration, rather than in court. Before initiating arbitration, you must first contact us at [legal@jamf.com](mailto:legal@jamf.com) <<mailto:legal@jamf.com>> to attempt to resolve the dispute informally. If the dispute is not resolved within 60 days, either party may commence arbitration with JAMS, to be conducted by a single arbitrator under the JAMS rules. Arbitration will take place in Minneapolis, Minnesota, unless otherwise agreed.

The arbitrator will have exclusive authority to resolve all disputes regarding the scope, interpretation, enforceability, or formation of this arbitration agreement. Either party may seek injunctive or equitable relief in court for data security or intellectual property matters or bring qualifying claims in small claims court. Arbitration will be conducted on an individual basis only.

You may opt out of this arbitration agreement within 30 days of accepting these Terms by emailing [legal@jamf.com](mailto:legal@jamf.com) <<mailto:legal@jamf.com>> with your full name and a statement of your intent to opt out. If any part of this clause is found unenforceable, the remainder will still apply.

### **Class Action/Jury Trial Waiver**

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND JAMF WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN CLASS, COLLECTIVE, OR REPRESENTATIVE ACTIONS. ARBITRATION AND ANY RELIEF WILL BE ON AN INDIVIDUAL BASIS ONLY.

### **No Warranty; Disclaimers**

THE SITE IS MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SITE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, ITS FEATURES, AND ANY AND ALL OTHER INFORMATION AVAILABLE ON OR THROUGH THE SITE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NON-INFRINGEMENT. WE DO NOT GUARANTEE THE ACCURACY, RELIABILITY, AVAILABILITY, OR SECURITY OF THE SITE OR ITS CONTENT, NOR THAT THE SITE WILL BE ERROR-FREE OR FREE OF HARMFUL COMPONENTS. ANY CONTENT YOU ACCESS OR DOWNLOAD IS AT YOUR OWN RISK.

JAMF DOES NOT ENDORSE OR GUARANTEE ANY THIRD-PARTY PRODUCTS, SERVICES, OR WEBSITES LINKED THROUGH THE SITE, AND IS NOT RESPONSIBLE FOR ANY TRANSACTIONS BETWEEN YOU AND THIRD PARTIES.

**SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY EXCLUSIONS, SO THESE MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.**

#### **Limitation of Liability**

**TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JAMF OR ANY OF OUR AGENTS, SUPPLIERS, LICENSORS, EMPLOYEES, CONTRACTORS, OFFICERS, OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SITE OR ANY PORTION THEREOF. WE ARE NOT RESPONSIBLE FOR ANY UNAUTHORIZED ACCESS, HACKING, VIRUSES, OR OTHER SECURITY BREACHES, NOR FOR ANY ERRORS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN THE SITE OR ITS CONTENT.**

**IN NO EVENT WILL JAMF'S TOTAL LIABILITY TO YOU EXCEED THE GREATER OF THE AMOUNT YOU PAID TO US FOR THE SITE OR FIFTY U.S. DOLLARS (\$50). THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**SOME JURISDICTIONS DO NOT ALLOW CERTAIN EXCLUSIONS OR LIMITATIONS OF LIABILITY, SO THESE MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.**

#### **Jamf Customers**

**If you are a current Jamf customer, a separate agreement applies to your use of our software and services. Please contact your usual Jamf representative if you have questions about your agreement.**

**Education Customers:** In order to receive an education discount on your purchase of Jamf software and/or services, you must be purchasing on behalf of an educational institution that offers a full curriculum and degree. Educational institutions include colleges, universities and K-12 schools. When purchasing, you must enter your educational institution name and email address. Jamf reserves the right to review and cancel orders if you do not meet these education discount requirements.

#### **Contact**

**If you have any questions about these Terms, your use of the Site or anything else, please contact us <<https://www.jamf.com/contact/>>.**

#### **Updates to Terms**

**Jamf reserves the right to update or modify these Terms at any time. Any changes to the Terms will be posted here. Your continued use of the Site after we post updates indicates that you agree to and accept the updated Terms.**

#### **Cookie Policy**