



Terms of Service

Effective Date April 2026

Version 2.0

Governed by Minnesota Law

Plain Language Summary: This document explains the rules for using CONFITREK. It is written to be easy to read. If you have questions, contact us at support@confitrek.com.

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1 AGREEMENT AND ACCEPTANCE

1.1 Acceptance

By signing up for or using CONFITREK, your agency agrees to follow these Terms of Service. The person who creates the account on behalf of your agency confirms they have the authority to do so.

1.2 Who These Terms Apply To

These Terms apply to law enforcement agencies, their training coordinators, administrators, and any staff who access CONFITREK under an agency subscription.

1.3 Changes to These Terms

CONFITREK may update these Terms from time to time. We will notify you by email at least 30 days before major changes take effect. Continued use of the service after that date means you accept the updated Terms.

2 THE SERVICE

2.1 What CONFITREK Does

CONFITREK is a cloud-based platform that helps law enforcement agencies track and manage training compliance, including state-mandated, organizational, and policy-based training requirements.

2.2 Access

CONFITREK is provided as a subscription software service (SaaS). You access it through a web browser — there is nothing to install. Access is limited to authorized users within your agency.

2.3 Service Availability

We aim for high availability and maintain your data securely in the cloud. Scheduled maintenance will be communicated in advance. We are not responsible for downtime caused by internet outages outside of our control.

2.4 Account Security

You are responsible for keeping your login credentials secure. Notify us immediately at support@confitrek.com if you suspect unauthorized access to your account.

3 WHAT YOU MAY UPLOAD

CONFITREK supports training compliance management and the Use of Force (UoF) module. To keep the platform appropriate, secure, and compliant with applicable law, the following rules apply to all content you upload or store.

3.1 Permitted Content — Training

You may upload and store content directly related to training compliance, including:

- › Training certificates and completion records
 - › Course descriptions and training schedules
 - › State-mandated training requirement documentation
 - › Agency-specific training policies and credentials
 - › Officer training profiles (name, title, training history)
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3.2 Permitted Content — Use of Force

If your agency subscribes to the UoF module, you may upload UoF incident data through the designated areas of the application. The following rules apply to all UoF uploads:

- › Only data fields provided by the application may be populated. Do not insert personally identifiable information (PII) into free-text or undesignated fields.
 - › Officer and subject identifying information may only be entered in fields that the application explicitly designates for that purpose.
 - › UoF incident data must relate to an actual incident and be uploaded for the purpose of agency reporting and review — not general document storage.
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3.3 Prohibited Content — Privacy-Protected Information

Do not upload any information protected under federal or state privacy law, including:

- › Protected Health Information (PHI) covered by HIPAA — such as medical records, mental health evaluations, or substance abuse records
 - › Social Security numbers, financial account numbers, or other federal ID numbers
 - › Personnel disciplinary records or internal affairs files
 - › Information covered by state personnel privacy statutes
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3.4 Prohibited Content — Case and Investigation Data

CONFITREK is not a records management system. Do not upload:

- › Criminal case files, incident reports, or arrest records (outside of the UoF module)
- › Evidence documentation or chain-of-custody records
- › Investigative notes or surveillance data
- › Any data subject to criminal justice information (CJI) access controls under CJIS policy

3.5 Prohibited Content – Unrelated Data

Do not use CONFITREK to store content unrelated to training compliance or UoF incident management, including:

- › General agency documents unrelated to training or UoF
- › Budget or financial files
- › Public records or FOIA-request materials

Why This Matters: Uploading restricted or case-related data to CONFITREK creates legal risk for your agency and is a violation of these Terms. If you are unsure whether something is appropriate to upload, contact us before uploading it.

3.6 Your Responsibility

You are responsible for ensuring that any content uploaded by your agency's users complies with these rules. CONFITREK is not liable for data that you upload in violation of this policy.

4 YOUR DATA

4.1 You Own Your Data

All data you upload to CONFITREK belongs to your agency. We do not sell your data or use it for any purpose other than providing the service.

4.2 Data Security

We use industry-standard security practices to protect your data, including encrypted storage and secure data transmission.

4.3 Data Export

You may export your agency's data at any time using the built-in reporting tools. We will also provide a data export upon request when your subscription ends.

4.4 Data Retention After Cancellation

If your subscription is cancelled or expires, your data will be retained for 90 days, during which you may request an export. After 90 days, your data will be permanently deleted.

5 ACCEPTABLE USE

5.1 Authorized Use Only

CONFITREK may only be used for lawful training compliance and UoF incident management purposes by your agency's authorized personnel.

5.2 Prohibited Actions

You may not:

- › Share login credentials with unauthorized individuals
- › Attempt to access other agencies' data
- › Use CONFITREK to store data that violates Section 3
- › Attempt to reverse-engineer, copy, or resell any part of the platform
- › Use automated tools to scrape or extract data at scale without written permission

5.3 Enforcement

We may suspend or terminate access for violations of this section. We will attempt to contact you before taking action except in cases of serious or ongoing violations.

6 FEES AND PAYMENT

6.1 Subscription Fees

Subscription fees are set in your service agreement. Fees are billed annually unless otherwise agreed.

6.2 Non-Payment

If payment is not received within 30 days of the due date, we may suspend access to the service. We will provide notice before suspension.

6.3 Refunds

We do not offer refunds for unused portions of a subscription term, except as required by law or as agreed in writing.

7 CONFIDENTIALITY

7.1 Our Obligations

We treat your agency's data as confidential. Our staff access your data only as needed to provide support and maintain the service.

7.2 Your Obligations

You agree to keep your login credentials and any non-public aspects of the platform (such as pricing or unreleased features) confidential.

8 LIMITATION OF LIABILITY

8.1 Service Provided As-Is

CONFITREK is provided as-is. While we work hard to keep the service reliable and accurate, we cannot guarantee that it will be error-free or uninterrupted at all times.

8.2 Liability Terms

Liability limits, caps, and remedies are governed by your signed service agreement with CONFITREK. In the event of any conflict between these Terms and your service agreement, the service agreement controls.

8.3 No Liability for Prohibited Data

CONFITREK is not liable for any damages, legal claims, or regulatory penalties arising from your agency's upload of data that violates Section 3 of these Terms.

9 TERMINATION

9.1 Cancellation by You

You may cancel your subscription at any time by contacting us in writing. Your access will continue until the end of your current billing period.

9.2 Termination by CONFITREK

We may terminate your subscription for material violations of these Terms, with written notice and a reasonable opportunity to cure the violation where possible.

9.3 Effect of Termination

Upon termination, your access to the service will end. Your data will be available for export for 90 days per Section 4.4.

10 GENERAL PROVISIONS

10.1 Governing Law

These Terms are governed by the laws of the State of Minnesota, without regard to conflict-of-law rules.

10.2 Disputes and Arbitration

Dispute resolution procedures, including arbitration terms and venue, are governed by your signed service agreement with CONFITREK. These Terms do not modify or replace those provisions.

10.3 **Controlling Document**

Your signed service agreement with CONFITREK is the controlling legal document governing your agency's use of the platform. These Terms of Service supplement that agreement. In the event of any conflict, the service agreement controls.

10.4 **Severability**

If any part of these Terms is found to be unenforceable, the remaining sections continue in full effect.

10.5 **Contact Us**

For questions about these Terms, contact us at:

CONFITREK Incorporated

Support: support@confitrek.com

Sales: sales@confitrek.com

Phone: (612) 979-5180

Website: confitrek.com

— End of Terms of Service —

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