



## TERMS OF USE

*Last Updated:* August 1<sup>st</sup>, 2025

These terms of use and all other legal documents incorporated by reference (collectively, the "**Terms**") are a legal contract between "you" and CyberSecure IPS, LLC and our brands, affiliates, and subsidiaries, (collectively "**Company**," "we," "our," or "us") with respect to access to and use of our associated internet properties, including without limitation <https://www.cybersecureips.com/>, as linked and offered by us, our subsidiaries and/or affiliated companies, and any software that we may provide to you for download in your devices (each an "application") and govern your use of all the text, data, information, graphics, photographs, audio, video, content, materials, brochures, downloads, and more contained therein (all of which we refer to as our "**Content**") that we and our affiliates may make available to you, as well as any services ("**Services**") that we may provide through our website (all of which are referred to in these Terms, collectively, as the "**Site**").

**IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS GOVERN YOUR USE OF THIS SITE. BY AGREEING TO THESE TERMS OR ACCESSING, VIEWING, BROWSING, VISITING, REGISTERING IN, PROVIDING INFORMATION THROUGH, OR USING THIS SITE, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, PLEASE DO NOT USE THIS SITE OR ANY INFORMATION CONTAINED ON THIS SITE.**

### Changes

The Company may make changes to the Content and Services offered on the Site at any time. The Company can change, update, or add or remove provisions of these Terms, at any time by posting the updated Terms on this Site. We will ask for your express consent to the updated terms when and where we are legally required to do so. By using this Site after the Company has updated the Terms, you are agreeing to all the updated Terms; if you do not agree with any of the updated Terms, you must stop using the Site.

In addition, we may offer certain services, products, or features on the Site subject to additional legal terms ("**Additional Terms**"), which shall be provided to you at the moment you choose to use such features or services. By using such features, or any part thereof, you agree to be bound by the Additional Terms applicable to such features. In the event that any of the Additional Terms governing such features conflict with these Terms, the Additional Terms will govern.

### Privacy Policy

Please review the Privacy Policy for this Site, which is available at <https://www.cybersecureips.com/privacy-policy/> (the "**Privacy Policy**") which explains how we use information that you submit to the Company. The Privacy Policy is hereby incorporated by reference.

### General Use

Your access to and use of the Site is subject to your continued compliance with these Terms and all applicable laws. If you breach these Terms, your right to access and use the Site will terminate immediately, without any further action by Company, except for those obligations expressly described by Company in these Terms.

Subject to these Terms, we authorize you to view and use the information and other Content provided at or through this Site only for your personal, non-commercial use, provided that you retain all proprietary notices (including those relating to copyright and trademark) contained in the original Content and on any copies of our Content. You are not authorized to modify and/or create derivative works of our Content without our express written permission. You may not, without the prior written permission of Company, "mirror" any material or Content contained on this Site on any other server.

We reserve the right to terminate or modify the Site in whole or in part, in any manner in our sole discretion, without notice. To the extent permitted by law, we will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Site to a subset of permitted users. You are solely responsible for making all arrangements necessary for you to access the Site.

### **Our Ownership and our Intellectual Property**

You acknowledge and agree that the content and materials displayed on or through this Site, including without limitation all our Content (such as information, data, text, software, photographs, graphics, video, audio, content, Product information, news and press releases, brochures, spec sheets, and/or other materials) is copyrighted by us or our licensors under United States of America and international copyright laws. Our Content may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission. You must abide by all copyright notices, information, or restrictions contained in or attached to any Content, including the Site itself. Our Copyright: “©2025 CyberSecure IPS | All Rights Reserved.”

The Company logo and certain other words and logos displayed on this Site and which may or may not be designated on this Site by a “™” “®” “℠” or other similar designation, constitute trademarks, trade names, or service marks (collectively, “Marks”) of Company or other entities. You are not authorized to use any such Marks without our prior written consent. Ownership of all such Marks and the goodwill associated therewith remains with us or our respective licensors.

Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any information displayed on this Site, through the use of framing, deep linking or otherwise, except: (a) as expressly permitted by these Terms; or (b) with prior written permission from us.

### **Prohibited Conduct**

When using the Site you agree not to (as applicable):

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Use racially, ethnically, hateful, misogynist, or otherwise offensive language.
- Discuss or incite illegal activity.
- Use explicit/obscene language or solicit/post sexually explicit images (actual or simulated).
- Post anything that exploits children or minors or that depicts cruelty to animals.
- Post any copyrighted or trademarked materials without the express permission from the owner.
- Disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of such solicitation.
- Use any robot, spider, scraper or other automated means to access the Site.
- Take any action that imposes an unreasonable or disproportionately large load on our infrastructure.
- Alter the opinions or comments posted by others on the Site.
- Post anything clearly false or misleading.
- Post anything unrelated to our business, products or services.
- Post anything contrary to our public image, goodwill or reputation, provided that the foregoing will not apply to you if applicable law prohibits such limitations and restrictions.

This list of prohibitions provides examples and is not complete or exclusive. Company reserves the right to terminate access to and/or use of the Site with or without cause and with or without notice, for any reason or no reason, or for any action that Company determines is inappropriate or disruptive to the Site or to any other user of the Site. Company may report to law enforcement authorities any actions that may be illegal, and any

reports it receives of such conduct. When legally required or at Company's discretion, Company will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Site or on the Internet.

### **Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this Site or the Content or your breach of any representations, warranties, covenants or obligations contained in these Terms.

### **Links to Other Sites**

This Site may provide links to third-party websites or resources and contain third-party advertisements. We may also offer certain services provided by our business partners through this Site. You agree and understand that such third-party websites or resources are subject to their own privacy policies and terms of use, that you are subject to those legal terms, and that we have no control over such websites and resources. You acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You further acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or inability to use (i) any sites or resources that this Site provides links to or that provide links to this Site, or (ii) any content, goods, or services available on or through any such sites or resources. We take no responsibility for third party advertisements which are posted on this Site, nor do we take any responsibility for the goods or services provided by its advertisers. Your dealings with, or participation in promotions of, any third-party advertisers or providers of goods or services found on or through this Site and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third-party advertiser or provider.

In no event shall any reference to any third party or third-party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party.

### **Disclaimers**

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE OR THE CONTENT SHALL BE AT YOUR SOLE DISCRETION AND RISK. THIS SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. NO WARRANTY IS MADE BY COMPANY ON THE BASIS OF TRADE USAGE OR COURSE OF DEALING. COMPANY MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THIS SITE OR THE CONTENT OR ABOUT THE RESULTS TO BE OBTAINED FROM USING THIS SITE OR THE CONTENT.

### **Limitation of Liability**

IN NO EVENT SHALL COMPANY OR ITS AFFILIATES, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS SITE OR THE CONTENT INCLUDING, BUT NOT LIMITED TO, RELIANCE BY A USER ON ANY INFORMATION OBTAINED AT THIS SITE.

### **California Consumer Notice**

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Site is provided by CyberSecure IPS LLC, 3 Bethesda Metro Center, Suite 700, Bethesda, MD 20814, USA. If You have a question or complaint regarding the Site, please contact our Customer Service at Phone +1 (844)

653-1018. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

## **General**

These Terms shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of laws principles. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods does not apply to these Terms. If any dispute arises relating in any way to these Terms or your use of this Site, such dispute shall be submitted to confidential arbitration in Maryland, except that, to the extent you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any applicable state or federal court in Maryland and you consent to exclusive jurisdiction and venue in such courts. Arbitration under these Terms shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms shall be joined to an arbitration involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. **ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.**

The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any portion of these Terms is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of these Terms will remain in full force and effect. These Terms together with any Additional Terms, policies and any other legal documents incorporated by reference constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and supersede any and all prior or contemporaneous agreements or understandings, written and oral.

## **Contact Us**

If You have any questions about these Terms or otherwise need to contact Us for any reason, You can reach Us through our contact page at <https://www.cybersecureips.com/contact-us/>.

©2025 CyberSecure IPS | All Rights Reserved.