

TERMS AND CONDITIONS

Network Pro Strategies

Effective Date: 4/5/2025

1. Introduction

By engaging with the information security, network security, cybersecurity, and digital privacy consulting and implementation services provided by Network Pro Strategies ("Company," "we," "us," or "our"), you ("Client") agree to be bound by these Terms and Conditions ("Terms"). These Terms govern all engagements except where explicitly superseded by a separate written agreement or Statement of Work (SOW). If you do not agree to these Terms, please do not engage our services.

2. Scope of Services

These Terms apply to all consulting and implementation services offered by the Company, including but not limited to assessment, planning, risk analysis, technical implementation, and configuration of third-party cybersecurity tools and systems. Services may be delivered in-person, remotely, or via digital communication platforms. All deliverables and timelines will be governed by individual SOWs when applicable.

3. Disclaimer of Warranties

All services are provided "as is" and "as available" without warranties of any kind, whether express, implied, statutory, or otherwise. The Company expressly disclaims all implied warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that our services or recommendations will detect or prevent all security threats or achieve legal or regulatory compliance unless specifically agreed in writing.

4. Assumption of Risk

Client acknowledges that cybersecurity and privacy-related services inherently involve risk. The Company does not guarantee uninterrupted service, error-free implementation, or complete immunity from breaches or attacks. Client assumes full responsibility for decisions based on our recommendations and agrees to maintain appropriate internal controls and backup protocols.

5. Limitation of Liability

To the maximum extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including without limitation loss of profits, data, business interruption, or reputational harm, arising from or related to the use or performance of the services,

even if advised of the possibility of such damages. Direct damages, if any, shall be limited to the amount paid by Client for the specific services giving rise to the claim.

6. Indemnification

Client agrees to indemnify, defend, and hold harmless the Company, its officers, employees, contractors, and affiliates from and against any claims, damages, liabilities, losses, and expenses (including reasonable legal fees) arising out of or related to (i) Client's misuse of the services, (ii) misconfiguration of systems by Client, or (iii) third-party claims related to services rendered under these Terms.

7. Client Responsibilities

Client shall provide valid, secure, and licensed infrastructure, access credentials, and third-party tools necessary for service delivery. The Company shall operate exclusively within client-owned or designated environments and shall not independently host, process, or store client data. Compliance with any regulatory frameworks (e.g., HIPAA, GDPR, PCI-DSS) is the sole responsibility of the Client unless explicitly agreed otherwise in a separate written agreement.

8. Governing Law and Jurisdiction

These Terms shall be governed by and construed under the laws of the State of Arizona and applicable U.S. federal laws. Any disputes shall be resolved exclusively in the state or federal courts located in Maricopa County, Arizona, and both parties consent to such jurisdiction and venue.

9. Acceptance of Terms

Engagement with the Company's services constitutes acceptance of these Terms. Continued use of services after any updates indicates continued acceptance. These Terms are effective unless and until terminated or modified in writing by mutual agreement.

10. Exceptions and Negotiation

The Company is open to negotiating specific terms upon mutual agreement. Exceptions to these Terms must be documented in writing and signed by both parties. Flexibility may be offered provided such changes do not impose undue liability or regulatory obligations on the Company.

11. Changes to These Terms

The Company reserves the right to revise these Terms at any time. Updated versions will be posted on our website or delivered via direct notice. Clients are responsible for reviewing Terms periodically for updates.