

# **Terms of Service**

#### Effective Date: 01 June 2025

These Terms of Service ("Terms") govern your access to and use of the website and services provided by Penn Parsons, LLC ("we," "us," or "our"). By accessing this website or engaging with us for professional services, you agree to these Terms. If you do not agree, please do not use our site or services.

#### 1. Services Provided

Penn Parsons, LLC delivers technical and consulting services, including but not limited to:

- Cybersecurity advisory and risk assessments
- Regulatory compliance support (SOC2, CMMC, HIPAA, NIST, etc.)
- IT and network infrastructure management
- Endpoint and asset management services
- Cloud environment (AWS, Azure, GCP) configuration and administration
- Web application development and system integrations

Each engagement is governed by a separate Statement of Work (SOW), contract, or service-level agreement (SLA). These Terms apply in general to all visitors and clients unless otherwise superseded by written contract.

#### 2. Acceptable Use

You agree not to use our website or services in a way that:

- Violates any applicable law or regulation

- Attempts to exploit, harm, or gain unauthorized access to our systems, services, or clients

- Transmits malware, spyware, ransomware, or any malicious code

- Engages in any form of unauthorized surveillance, penetration testing, or scanning of our systems

- Uses the Penn Parsons name or materials in a misleading or defamatory way

## 3. Client Responsibilities

Clients engaging with Penn Parsons, LLC agree to:

- Provide accurate and timely information necessary for the delivery of services
- Maintain appropriate internal controls, user access, and safeguards where applicable
- Abide by project timelines, payment terms, and scope limits defined in the SOW
- Secure their own backups unless backup services are explicitly included

Failure to fulfill these responsibilities may impact project outcomes or limit our ability to provide services effectively.

# 4. Confidentiality

We treat all non-public information shared by clients as confidential. We agree not to disclose or use client data for any purpose other than fulfilling contractual obligations, except where required by law. If a separate Non-Disclosure Agreement (NDA) is in place, that document will take precedence.

# 5. Intellectual Property

All content on our website—including designs, text, graphics, and logos—is owned by Penn Parsons, LLC or licensed to us. You may not reproduce, copy, or reuse any portion of the site or materials without written permission. Work products developed under contract may be subject to separate IP clauses defined in the agreement or SOW.

# 6. Third-Party Services

Our services may include the configuration or use of third-party platforms such as AWS, Microsoft 365, or open-source software. While we take care to ensure compatibility and security, we are not responsible for the availability, terms, or data practices of any third-party service.

# 7. Service Availability and Limitations

We aim to provide reliable and secure services, but no system is immune to failure. We do not guarantee uninterrupted access to our website or services and shall not be liable for any downtime, delays, or service interruptions, particularly those caused by internet service providers, hosting providers, third-party software, or force majeure events.

# 8. Warranties and Disclaimers

All services and website content are provided "as is" and "as available," without warranty of any kind unless otherwise stated in a formal agreement. We expressly disclaim any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or suitability of services for your intended use.

## 9. Limitation of Liability

To the fullest extent permitted by law, Penn Parsons, LLC shall not be liable for any indirect, incidental, punitive, or consequential damages arising out of or related to the use of our services, even if we were advised of the possibility of such damages.

In all cases, our total liability for any claim arising from your use of the site or services will not exceed the amount paid by you to us under the relevant agreement in the 90 days preceding the event giving rise to the claim.

### **10. Fees and Payment Terms**

All pricing, payment terms, and billing cycles will be defined in your proposal, agreement, or SOW. Late payments may result in service suspension and will be subject to a late fee. Unless otherwise stated, all fees are non-refundable.

#### 11. Termination

Either party may terminate a service engagement with written notice in accordance with the cancellation clause in the agreement or SOW. We reserve the right to suspend or terminate services immediately in the event of suspected fraud, abuse, or violation of these Terms.

### 12. Governing Law and Dispute Resolution

These Terms shall be governed by the laws of the State of Georgia, without regard to conflict-of-law rules. Any disputes arising under or in connection with these Terms shall be resolved in the state or federal courts located in Houston County, Georgia You agree to submit to the jurisdiction of those courts and waive any objection to venue.

### 13. Changes to These Terms

We reserve the right to update or modify these Terms at any time. Changes will be effective upon posting on our website. Continued use of the site or services after changes are posted constitutes your acceptance of the revised Terms.

### 14. Contact Information

If you have any questions about these Terms of Service, please contact us at:

Penn Parsons, LLC

Email: legal@pennparsons.com

Mailing Address: 112 Lacey Oak Lane, Bonaire Georgia 31005