

Simple Salt Security Checkup Terms of Service

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1. I understand that the accuracy and completeness of a Simple Salt Security Checkup is limited by the accuracy and completeness of my responses. Simple Salt does not attest to the accuracy or completeness of its conclusions or advice.
2. Simple Salt does not warrant the fitness of any advice or provide any guarantee that provided advice will fully prevent security incidents. See Terms 7 and 8 below for details.
3. I understand and agree that (i) Simple Salt is not a law firm, accounting firm, financial advisor, bank or credit union; (ii) does not deliver the services performed by them, and (iii) its advice and services are not a substitute for their advice and services.
4. **License.** Upon completion of the Security Checkup, Simple Salt grants you a worldwide right in perpetuity to the assessor's written conclusions about your security posture, including assessments of risk, major sources of security threats, a list of recommended changes, and a copy of all source information you provided as part of the Security Checkup (collectively "The Security Report"). This license allows you to access and share The Security Report with your partners for the purposes of communicating your risk or implementing the recommendations. You may not: (i) license, sublicense, sell, resell, transfer, assign The Security Report or any parts of it to any third party; (ii) modify, or make derivative works based on, referring to, or exploiting The Security Report, except for personal use; or (iii) use or represent The Security Report as an attestation of fitness or fact to any third party. All rights not expressly granted to you are reserved by Simple Salt.
5. **Right to Refuse.** I acknowledge that Simple Salt reserves the right to refuse service to anyone. Simple Salt or any of its authorized representatives may decide to terminate service at any point during a Security Checkup. If it chooses to do so, it will refund all fees already paid for The Security Checkup. I agree that if Simple Salt chooses to exercise this right, it has no further obligations to me.
6. **Data Use.** Simple Salt reserves the right to retain information collected during the Security Checkup for internal training or product development. Simple Salt also reserves the right to share this data in an aggregated and anonymized format with partners or for marketing purposes.
7. **Disclaimer.** Simple Salt makes no warranties of any nature, whether oral or written, express or implied, including, without limitation, the implied warranties of non-infringement, title, merchantability and fitness for a particular purpose.
8. **Limitation of Liability.** In no event will either party, or its suppliers, be liable to the other, whether in contract or in tort or under any other legal theory (including, without limitation, strict liability and negligence), for lost profits or revenues, loss of use or loss of data, or for any indirect, special, exemplary, punitive, multiple, incidental, consequential or similar damages, arising out of or in connection with the performance or non-performance of a service order or otherwise under this agreement, even if advised of the possibility of such damages. In no event will Simple Salt's liability under any claim I make exceed an amount equal to the total amount of fees actually paid to Simple Salt for services giving rise to the claim for damages.
9. **Severability.** In the event that a court of competent jurisdiction holds any provision of the Terms of Service invalid or unenforceable in any circumstances, the remainder of the Terms of Service, and the application of such provision in any other circumstances, will not be affected thereby. The parties authorize the court to modify any invalid or unenforceable provision to the extent necessary to make it enforceable under the circumstances.
10. **Governing Law and Dispute Forum.** This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Kansas excluding conflicts of law principles. Client hereby consents to personal jurisdiction in the State of Kansas and agrees that the state and federal courts located in Johnson County, Kansas shall be the exclusive forums for the resolution of disputes related to these Terms of Service.
11. **Waiver.** No forbearance, failure, or delay in exercising any right, power or privilege is waiver thereof, nor does any single or partial exercise preclude any other or future exercise, or the exercise of any other right, power or privilege. No waiver of any provision shall be effective unless made in a writing signed by both Simple Salt and Client.
12. **Force Majeure.** Simple Salt is not in breach of these Terms of Service and is not liable for any cessation or delay in the performance of its obligations by reason of earthquake, flood, fire, storm, lightning, drought, landslide, hurricane, cyclone, typhoon, tornado, natural disaster, act of God or the public enemy, epidemic, famine or plague, action of a court or public authority, change in law, explosion, war, terrorism, armed conflict, labor strike, lockout, boycott or similar event beyond our reasonable control, whether foreseen or unforeseen (each a "Force Majeure Event"). If a Force Majeure Event continues for more than 60 days in the aggregate, Simple Salt may immediately terminate these Terms of Service and shall have no liability to me for or because of any such termination.