**Terms of Service Ton Keepers**

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you" or "user") and Ton Keepers ("Ton Keepers", "we", "us", or "our") governing your use of the website available at <https://thetonkeepers.com/> ("Website") and the services provided by Ton Keepers.

Please read these Terms carefully before using the Website or engaging our services. By accessing or using the Website or our services, you agree to be bound by these Terms and our Privacy Policy, which is incorporated by reference. If you do not agree to these Terms, you must not use the Website or our services.

**Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to our website and the use of this website. Nothing in this disclaimer will:

* limit or exclude our or your liability for death or personal injury;
* limit or exclude our or your liability for fraud or fraudulent misrepresentation;
* limit any of our or your liabilities in any way that is not permitted under applicable law; or
* exclude any of our or your liabilities that may not be excluded under applicable law.

Ton Keepers reserves the right to modify or update these Terms at any time without prior notice. Your continued use of the Website or our services after any changes to these Terms constitutes your acceptance of the new Terms.

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**1. Definitions**

For the purposes of these Terms of Service, the following definitions shall apply:

"Agreement" refers to these Terms of Service, the Privacy Policy, and any other policies or operating rules published by Ton Keepers on the Website, which collectively constitute the legally binding agreement between you and Ton Keepers.

"Ton Keepers" or "we" refers to Ton Keepers team.

"Content" refers to all materials, information, data, text, graphics, interfaces, photographs, trademarks, logos, artwork, computer code, design, structure, selection, methods, algorithms, coordination, expression, and any other elements available on the Website or provided as part of the Services.

"Intellectual Property Rights" means all patents, copyrights, trademarks, service marks, trade secrets, and other intellectual property rights, whether registered or unregistered, and any applications or rights to apply for the same.

"Services" refers to the cybersecurity services, including but not limited to security audits, penetration testing, vulnerability assessments, and other related services, offered by Ton Keepers through the Website or otherwise.

"User" or "you" refers to the individual or entity accessing or using the Website or the Services provided by Ton Keepers.

"Website" refers to the website operated by Ton Keepers, accessible at https://thetonkeepers.com/, and any subdomains, mobile applications, or other online platforms owned or operated by Ton Keepers.

**2. Services**

Ton Keepers provides a range of cybersecurity services, including but not limited to security audits, penetration testing, vulnerability assessments, and other related services (collectively referred to as "Services"). The Services are designed to assist individuals, businesses, and organizations in identifying and mitigating potential security vulnerabilities and risks associated with their systems, applications, networks, and other digital assets.

Ton Keepers reserves the right to modify, update, or discontinue any aspect of the Services at any time without prior notice. The availability and scope of the Services may vary based on factors such as geographic location, industry, or specific client requirements.

**3. User Obligations**

As a user of the Website or recipient of the Services, you agree to:

a. Provide accurate, complete, and up-to-date information as requested by Ton Keepers to facilitate the provision of the Services.

b. Comply with all applicable laws, regulations, and industry standards related to the use of the Website and the Services.

c. Refrain from engaging in any unlawful, unethical, or malicious activities, including but not limited to attempting to gain unauthorized access, disrupting or interfering with the Services, or using the Services for any illegal or harmful purposes.

d. Cooperate with Ton Keepers and provide any necessary access, information, or documentation required for the effective delivery of the Services.

e. Ensure that you have obtained all necessary permissions, licenses, or authorizations to engage Ton Keepers's Services and provide any required data or information.

f. Maintain the confidentiality of any sensitive or proprietary information provided by Ton Keepers and use such information solely for the intended purpose of receiving the Services.

g. Comply with any additional terms, conditions, or requirements specified by Ton Keepers in relation to the provision of the Services.

Ton Keepers reserves the right to suspend or terminate the provision of Services to you if you fail to comply with these obligations or any other applicable terms and conditions.

**4. Intellectual Property Rights and License**

IP Rights

Unless otherwise stated, Ton Keepers and/or its licensors own the intellectual property rights for all material on Ton Keepers. All intellectual property rights are reserved. You may access this from Ton Keepers for your own personal use subjected to restrictions set in these terms and conditions.

The Website, Services, and all Content provided by Ton Keepers are proprietary and protected by applicable Intellectual Property Rights laws. Ton Keepers retains all rights, titles, and interests in and to the Website, Services, and Content, including but not limited to any copyrights, trademarks, patents, trade secrets, and other Intellectual Property Rights.

Except as expressly permitted by these Terms or as otherwise authorized in writing by Ton Keepers, you may not:

a. Reproduce, modify, adapt, translate, create derivative works from, distribute, or otherwise use the Website, Services, or Content in any manner or for any purpose.

b. Decompile, reverse engineer, disassemble, or attempt to derive the source code of the Website, Services, or any software or technology used in connection with the Services.

c. Remove, obscure, or alter any copyright, trademark, or other proprietary notices contained on the Website, Services, or Content.

d. Sublicense, sell, rent, lease, or otherwise transfer the Website, Services, or Content, or any portion thereof, to any third party.

Ton Keepers grants you a limited, non-exclusive, non-transferable, and revocable license to access and use the Website and Services solely for your internal business purposes and in accordance with these Terms.

License

You hereby grant Ton Keepers a non-exclusive license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

Parts of this website may offer an opportunity for users to post and exchange opinions and information in certain areas of the website. Ton Keepers does not filter, edit, publish or review Comments prior to their presence on the website. Comments do not reflect the views and opinions of Ton Keepers,its agents and/or affiliates. Comments reflect the views and opinions of the person who post their views and opinions. To the extent permitted by applicable laws, Ton Keepers shall not be liable for the Comments or for any liability, damages or expenses caused and/or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.

Ton Keepers reserves the right to monitor all Comments and to remove any Comments which can be considered inappropriate, offensive or causes breach of these Terms and Conditions.

You warrant and represent that:

* You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
* The Comments do not invade any intellectual property right, including without limitation copyright, patent or trademark of any third party;
* The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material which is an invasion of privacy
* The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

**5. Confidentiality**

In the course of providing the Services, Ton Keepers may have access to or receive confidential or proprietary information from you ("Confidential Information"). Ton Keepers shall take reasonable measures to protect the confidentiality of such Confidential Information and shall not disclose or use it except as necessary to provide the Services or as required by law.

You acknowledge and agree that any information, data, or materials provided by Ton Keepers as part of the Services, including but not limited to reports, findings, recommendations, and other deliverables, shall be considered Ton Keepers's Confidential Information. You shall not disclose or use such Confidential Information for any purpose other than the intended use of the Services, without the prior written consent of Ton Keepers.

The obligations of confidentiality set forth in this section shall survive the termination or expiration of these Terms or the completion of the Services.

**6. Fees and Payment**

The fees for the Services provided by Ton Keepers shall be agreed upon separately with each client and documented in a separate agreement or engagement letter ("Service Agreement"). The Service Agreement will outline the specific scope of Services, deliverables, timelines, and the applicable fees.

Unless otherwise specified in the Service Agreement, all fees are due and payable in advance of the commencement of the Services. Ton Keepers reserves the right to suspend or terminate the provision of Services if any fees remain outstanding beyond the agreed payment terms.

Ton Keepers may revise its fees for the Services from time to time, and any such revisions will be communicated to clients in advance and reflected in subsequent Service Agreements.

**7. Termination**

a. Termination by Ton Keepers:

Ton Keepers reserves the right to suspend, terminate, or discontinue the provision of the Services, or your access to the Website, at any time and without prior notice, if:

i. You breach any provision of these Terms or the Service Agreement.

ii. Ton Keepers determines, in its sole discretion, that your conduct or use of the Services is unlawful, unethical, or harmful.

iii. The provision of the Services becomes impractical or unfeasible for any reason beyond Ton Keepers's reasonable control.

b. Termination by the User:

You may terminate your use of the Services or the Website at any time by providing written notice to Ton Keepers and ceasing all access and use of the Services and the Website.

c. Effect of Termination:

Upon termination of these Terms or the Service Agreement, your right to access and use the Services and the Website shall immediately cease. Ton Keepers shall have no obligation to refund any fees paid for the Services rendered prior to termination. Any outstanding fees owed to Ton Keepers shall become immediately due and payable.

**8. Warranties and Disclaimers**

a. Authority and Capacity: Each party represents and warrants that it has the full power, authority, and capacity to enter into and perform its obligations under these Terms and the Service Agreement.

b. Professional Services: Ton Keepers represents and warrants that the Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards and practices.

c. Compliance with Laws: Each party represents and warrants that it will comply with all applicable laws, regulations, and industry standards in its performance under these Terms and the Service Agreement.

d. Disclaimer of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, TON KEEPERS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE WEBSITE, SERVICES, OR ANY CONTENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. TON KEEPERS DOES NOT WARRANT THAT THE WEBSITE, SERVICES, OR CONTENT WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE FROM UNAUTHORIZED ACCESS OR INTRUSION.

e. Limitations of Liability: IN NO EVENT SHALL TON KEEPERS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM OR IN CONNECTION WITH THESE TERMS, THE SERVICE AGREEMENT, THE WEBSITE, SERVICES, OR ANY CONTENT.

**9. Limitation of Liability**

a. Limitation: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TON KEEPERS, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, OR LICENSORS BE LIABLE FOR ANY DIRECT DAMAGES, LOSSES, OR LIABILITIES EXCEEDING THE TOTAL FEES ACTUALLY PAID BY YOU TO TON KEEPERS FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

b. Exclusions: THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM TON KEEPERS'S NEGLIGENCE, OR FOR ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

c. Basis of the Bargain: THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND REFLECT A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES.

d. Failure of Essential Purpose: THE LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS SHALL APPLY EVEN IF ANY STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**10. Indemnification**

You agree to indemnify, defend, and hold harmless Ton Keepers, its affiliates, officers, directors, employees, agents, partners, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, demands, losses, liabilities, costs, expenses, and damages (including reasonable attorneys' fees) arising out of or in connection with:

a. Your breach or alleged breach of these Terms or the Service Agreement;

b. Your use or misuse of the Website or Services;

c. Your violation of any applicable laws, regulations, or third-party rights, including but not limited to Intellectual Property Rights;

d. Any claim or allegation that the data, information, or materials provided by you to Ton Keepers infringe upon or misappropriate the rights of any third party.

Ton Keepers shall promptly notify you of any such claim, demand, or action, and shall reasonably cooperate with you in the defense and settlement of such claim, demand, or action. Ton Keepers reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which case you agree to cooperate with Ton Keepers's defense of such claim.

**11. Disputes and Governing Law**

a. Governing Law: These Terms and the Service Agreement shall be governed by and construed in accordance with the laws of ………, without giving effect to any principles of conflicts of law.

b. Dispute Resolution: Any dispute, controversy, or claim arising out of or relating to these Terms, the Service Agreement, or the Services shall be resolved through binding arbitration administered by the …….. in accordance with its rules and procedures. The arbitration shall be conducted in English, and the seat of arbitration shall be ……... The arbitration award shall be final and binding upon the parties.

c. Injunctive Relief: Notwithstanding the foregoing, Ton Keepers shall be entitled to seek injunctive relief or other equitable remedies in any court of competent jurisdiction to prevent or restrain any breach or threatened breach of these Terms or the Service Agreement.

d. Limitation Period: Any claim or cause of action arising out of or related to these Terms or the Service Agreement must be commenced within one (1) year after the cause of action accrued, regardless of any statute or law to the contrary. In the absence of such commencement, such claim or cause of action shall be forever barred.

e. Continued Performance: Pending the resolution of any dispute, the parties shall continue to perform their respective obligations under these Terms and the Service Agreement, except for any obligations directly related to the matter in dispute.

**12. Miscellaneous**

a. Entire Agreement: These Terms, together with the Privacy Policy, Service Agreement, and any other policies or agreements expressly incorporated herein, constitute the entire agreement between you and Ton Keepers concerning the subject matter hereof, and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written.

b. Amendments: Ton Keepers reserves the right to amend or modify these Terms at any time and in its sole discretion. Any changes will be effective upon posting the revised Terms on the Website or by notifying you as determined appropriate by Ton Keepers. Your continued use of the Website or Services after such changes constitutes your acceptance of the new Terms.

c. Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

d. Waiver: No failure or delay by either party in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of any right, power, or privilege.

e. Assignment: You may not assign or transfer your rights or obligations under these Terms without Ton Keepers's prior written consent. Ton Keepers may freely assign or transfer its rights and obligations under these Terms.

f. Relationship of the Parties: The parties are independent contractors, and nothing in these Terms creates an employer-employee relationship, partnership, joint venture, agency, or other form of joint enterprise between the parties.

g. Force Majeure: Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control, including but not limited to acts of God, natural disasters, acts of war or terrorism, riots, labor disputes, or governmental acts.

h. Survival: The provisions of these Terms relating to intellectual property rights, confidentiality, indemnification, limitation of liability, governing law, and any other provisions that by their nature should survive, shall survive the termination or expiration of these Terms.

**13. Contact Information**

For any inquiries or concerns regarding these Terms or the Services, please contact us at:

Ton Keepers

[Address]

[Email]

[Phone Number]