# **Terms of service**

By using misspinc.com and its native application, you are agreeing to be bound by the following terms and conditions ("Terms of service").

MISSP INC reserves the right to update and change the Terms of service from time to time without notice. Any new features that augment or enhance the current service, including the release of new tools and resources, shall be subject to the Terms of service. Continued use of the service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of service at any time at:

Violation of any of the terms below will result in the termination of your account. While MISSP INC prohibits such conduct and content on the service, you understand and agree that MISSP INC cannot be responsible for the content posted on your account and you nonetheless may be exposed to such materials. You agree to use the service at your own risk.

#### Account terms

- 1. You must be 18 years or older to use this service.
- 2. You must be a human. Accounts registered by bots" or other automated methods are not permitted.
- 3. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
- Your login may only be used by one person a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.

- You are responsible for maintaining the security of your account and password. MISSP INC cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- 6. You are responsible for all content posted and activity that occurs in your account (even when the content is posted by other users who are part of your account). MISSP INC cannot and will not be liable for any loss or damage.
- 7. You may not use the service for any illegal or unauthorized purpose. You must not, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright laws. If in case you do violate any law in your jurisdiction then you'll be solely responsible for it and MISSP INC won't be a part of it).

#### Payment, refunds, upgrading and downgrading terms

- 1. A valid credit card is required for paying accounts. Free accounts are not required to provide a credit card number.
- 2. If you initially sign up for an account from any section of the website and you don't cancel it before the free/trial period expires/ends (free trial is provided to anyone who signs up with Misspinc), you'll be required to pay for your account to continue using it. If you fail to pay within 7 days post expiry of the trial period, your account will be frozen and inaccessible until payment is made. If you cancel your account prior to the start of a billing cycle then you won't be charged for the new billing cycle. However, you won't be refunded for any billing cycle you have already paid for. In case you choose to upgrade to a paid plan from a personal plan then you will have to pay for the new package. The service is billed in advance monthly, annually and is non-refundable. There will be no refunds or credits for partial months of service, upgrade/downgrade refunds, or refunds for months unused with an open account. In order to treat everyone equally, no exceptions will be made.

- All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only United States (federal or state) taxes.
- 4. For any upgrade in plan level, your credit card that you provided will automatically be charged on a pro rata basis. In case you wish to downgrade then the new package and its charges will be reflected in the next billing cycle.
- 5. Downgrading your service may cause the loss of content, features, or capacity of your account. MISSP INC cannot and will not be liable for any loss or damage.
- 6. If there is a payment failure event, due the validation of credit card/insufficient balance, which leads to an unsuccessful transaction (means due amount cannot be deducted from the account), then in such a case we'll be providing 3 days grace period to make the payment else the account will be deleted.

#### **Cancellation and termination**

- You are solely responsible for properly canceling your account. You can cancel your account at any time by emailing us at support@misspinc.com or by clicking on the "Account/Billing" link in the "Settings" tab. The "Account/Billing" tab provides a cancellation link.
- 2. All of your content will be immediately deleted from the misspinc.com upon cancellation. Once the account is deleted, its information can't be recovered.
- If you cancel the service before the end of your current paid month/year, your cancellation will take effect immediately and you won't be refunded for the remaining period. Also you won't be charged again.
- 4. MISSP INC, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the service, or any other MISSP INC service, for any reason at any time. Such termination of the service will result in the deactivation or deletion of your account or your access to your

account, and the forfeiture and relinquishment of all content in your account. MISSP INC, reserves the right to refuse service to anyone for any reason at any time.

### Modifications to the service and prices

- MISSP INC, reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice.
- Prices of all services, including but not limited to monthly/annually/per user subscription plan fees to the service, are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Misspinc site (misspinc.com) or the service itself.
- 3. MISSP INC shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the service.

# Copyright and content ownership

- 1. All content posted on the service by you comply with your country's copyright law.
- 2. We claim no intellectual property rights over the material you provide to the service. Your profile and materials uploaded remain yours.
- MISSP INC does not pre-screen content, but MISSP INC and its designee have the right(but not the obligation) in their sole discretion to refuse or remove any content that is available via the service.

4. The look and feel of the service is copyright © 2022 MISSP INC. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML/CSS or visual design elements without having written permission from MISSP INC.

## **General conditions**

- Your use of the service is at your sole risk. The service is provided on an "as is" and "as available" basis.
- 2. Technical support is only provided to paying account holders and is only available via email/skype/call.
- You understand that MISSP INC uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the service.
- You must not modify, adapt or hack the service or modify another website so as to falsely imply that it is associated with the service, MISSP INC, or any other MISSP INC service.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service, use of the service, or access to the service without the express written permission by MISSP INC.
- 6. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of service.
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any MISSP INC customer, employee, member, or officer will result in immediate account termination.

- 8. You understand that the technical processing and transmission of the service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 9. You must not upload, post, host, or transmit unsolicited email, SMS, or spam messages.
- 10. You must not transmit any worms or viruses or any code of a destructive nature.
- 11. MISSP INC does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and should be removed.
- 12. You expressly understand and agree that MISSP INC shall not be liable for any direct, 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 MISSP INC has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.
- 13. The failure of MISSP INC to exercise or enforce any right or provision of the Terms of service shall not constitute a waiver of such right or provision. The Terms of service constitutes the entire agreement between you and MISSP INC and govern your use of the service, superseding any prior agreements between you and MISSP INC (including, but not limited to, any prior versions of the Terms of service).

14. Questions about the Terms of service should be sent to support@misspinc.com.