



TERMS AND CONDITIONS OF USE & SERVICE

Last Updated: December 2, 2025

1. AGREEMENT TO TERMS These Terms and Conditions ("Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("Client," "you"), and **Teisoft LLC** ("Teisoft," "we," "us," or "our"), headquartered in Miami, Florida.

By accessing our website (teisoftllc.com) or engaging our services (including Continuous Penetration Testing, Phishing Simulation, and Managed Infrastructure), you agree that you have read, understood, and agree to be bound by all of these Terms.

2. NATURE OF SERVICES Teisoft provides cybersecurity validation, assessment, and management services. You explicitly acknowledge that:

- **No Absolute Security:** Cybersecurity is a dynamic field. Teisoft cannot and does not guarantee that your systems will be invulnerable to attacks, nor that we will discover every single vulnerability existing in your environment.
- **Risk of Testing:** Penetration testing and adversarial simulation involve active attempts to bypass security controls. While we exercise professional care, **you acknowledge that these activities carry an inherent risk of system instability, service interruption, or data availability issues.** Teisoft shall not be liable for operational downtime caused by legitimate testing activities authorized by you.

3. AUTHORIZATION TO TEST By engaging Teisoft to perform any security testing (Pentesting or Phishing), you represent and warrant that:

- **Ownership:** You own the systems, IP addresses, domains, and applications targeted for testing, or you have explicit written authorization from the owner to permit such testing.
- **Indemnification:** You agree to indemnify and hold Teisoft harmless against any claims, damages, or legal actions arising from third parties (e.g., hosting providers, data centers) claiming unauthorized access, provided Teisoft acted within the scope of the engagement defined by you.

4. INTELLECTUAL PROPERTY RIGHTS

- **Teisoft IP:** We retain all rights to our testing methodologies, proprietary scripts, "Continuous Validation Framework," and automated platforms used to deliver the service.
- **Client Deliverables:** Upon full payment, you own the specific Reports, Evidence Logs, and Attestation Letters we generate for you.
- **Feedback:** If you provide suggestions regarding our services, we may use them without obligation or compensation to you.

5. PAYMENT TERMS

- **Invoicing:** Services are billed according to the specific Statement of Work (SOW) signed. We do not process payments directly through this website.



- **Suspension:** Teisoft reserves the right to suspend continuous monitoring or withhold audit evidence if invoices remain unpaid past the agreed terms (e.g., Net 15/30).

6. ACCEPTABLE USE OF INFRASTRUCTURE SERVICES For clients utilizing our **Secure Cloud Applications (AWS)** or **Secure WordPress Management:**

- You agree not to host content that is illegal, infringing, or malicious.
- You grant Teisoft the right to apply mandatory security patches and firewall rules to your hosted environments without prior notice if deemed necessary to protect the integrity of the infrastructure.

7. LIMITATION OF LIABILITY TO THE FULLEST EXTENT PERMITTED BY FLORIDA LAW, IN NO EVENT WILL TEISOFT BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOST DATA. OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE **AMOUNT PAID, IF ANY, BY YOU TO US** DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING.

8. CONFIDENTIALITY We adhere to strict confidentiality regarding your vulnerabilities. However, you acknowledge that we are mandated to report specific crimes (such as Child Sexual Abuse Material) to law enforcement if inadvertently discovered during our assessment, in accordance with US Federal Law.

9. GOVERNING LAW AND DISPUTE RESOLUTION These Terms shall be governed by and defined following the laws of the **State of Florida**. Any dispute arising out of or in connection with these Terms shall be resolved via binding arbitration in Broward County, Florida, unless otherwise agreed in a separate Master Services Agreement.

10. CONFLICT OF TERMS In the event of a conflict between these website Terms and any specific written contract signed by both parties (including but not limited to a **Master Services Agreement, Penetration Testing Agreement, or Managed Services Agreement**), the terms of the signed written contract shall control.

11. CONTACT US To resolve a complaint regarding the Site or to receive further information regarding use of the Services, please contact us at:

Teisoft LLC

1590 Harbour Side Dr, Weston, FL 33326

compliance@teisoftllc.com