

Terms of Use

ScaleUP Security Inc.

These terms and conditions ("Terms") apply to your use of the www.scaleupsec.com website (the "Site"). The Site is provided by ScaleUP Security Inc. ("ScaleUP Security", "we", "us" or "our"), a cybersecurity and compliance consulting company, together with its affiliates. ScaleUP Security is not responsible for the accuracy of the information posted on the Site. We reserve the right to change any of the information displayed on the Site, including these Terms, at any time. When we make changes, we publish the revised version on the Site with an updated publication date. As a user, you will not receive direct notice of a revision, so we kindly ask you to check the information relevant to your situation periodically so that you remain informed of its current state. For more information about how we use cookies and handle your personal data, please see our Privacy Policy.

DISCLAIMER OF WARRANTY

All materials on the Site are provided "AS IS", without warranty of any kind. ScaleUP Security disclaims all warranties, whether express or implied, including:

- warranties as to the availability of the Site;
- all implied conditions and warranties of merchantability;
- fitness for a particular purpose;
- the accuracy of content, data or other information.

ScaleUP Security does not warrant that the Site, its content, or its functions and features will be error-free, timely or secure, or that any defects will be corrected. ScaleUP Security is not responsible for any errors or malfunctions of the Site, including crashes or other adverse events. If any materials downloaded from the Site damage your computer or cause a loss of data, you are responsible for that at your own risk. If you are dissatisfied with the Site or its functions, you may refrain from using it.

LIMITATION OF LIABILITY

Under no circumstances will ScaleUP Security be liable for any damages — including consequential or indirect damages, such as loss of profits — arising out of the use of, or inability to use, the information or materials on the Site, even if ScaleUP Security has been advised of the possibility of such damages.

USER CONDUCT

When using the Site, you must not:

- upload, transmit, post or publish any materials that violate these Terms;
- engage in spamming or flooding;
- restrict or inhibit any other user from using the Site;
- behave, or encourage others to behave, in any manner that could constitute a criminal offence;

- exploit any information obtained from the Site for commercial purposes where this is not permitted by the provider of those materials;
- access other computer systems in an unauthorized manner through the Site.

ScaleUP Security reserves the right, but assumes no obligation, to monitor the Site and to disclose any information as it considers necessary to comply with applicable laws and regulations, including governmental requests, to operate the Site properly, and to protect itself and its users. ScaleUP Security reserves the right to decline to post, or to remove, any information, in whole or in part, that it considers unacceptable, inappropriate or in violation of these Terms. ScaleUP Security may suspend any user's access to the Site at its discretion.

SOFTWARE DOWNLOADS

Any software available for download from the Site is the copyrighted work of ScaleUP Security or its suppliers. Such software may be used only in accordance with the terms of use that accompany it. Any use of the software that is not in accordance with those terms of use is strictly prohibited.

USE OF CONTENT

All content on the Site — including information, files, photographs, text, graphics, scripts and any other materials — may be used only for personal, non-commercial purposes, provided that you retain all copyright and other proprietary notices contained in the materials. Use of the Site for commercial purposes is not permitted without the express consent of a ScaleUP Security representative. You do not need to obtain permission to link to the Site from another website, although we would appreciate it if you notify us in advance.

COPYRIGHT AND TRADEMARKS

We display the ScaleUP Security trademark for informational purposes only, and making it available does not grant you any license to use it. The copyright in all materials posted on the Site belongs to the original creator of those materials. Intellectual property rights remain with ScaleUP Security and are not transferred to you.

LINKS TO THIRD-PARTY SITES

The Site may contain links to third-party websites. ScaleUP Security is not responsible for the content of any other website that you may access through the Site. By accepting these Terms, you acknowledge and agree that ScaleUP Security is not responsible for the content of any linked site or any links contained on such a site. References found on the Site — to names, products, services or trademarks of third parties, or hypertext links — are provided for your convenience and do not constitute an endorsement by ScaleUP Security of those sites or their content, advertising, products or other materials. You acknowledge that ScaleUP Security has no responsibility or liability for any loss or damage caused by your use of linked sites or the services offered on them.

APPLICABLE LAWS

ScaleUP Security operates this Site from within Canada. These Terms are governed by and construed in accordance with the laws of Canada and the province in which ScaleUP Security is established, without regard to conflict-of-laws principles. ScaleUP Security makes no representation that the materials on the Site are appropriate or available for use in other locations, where they may be prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable local laws. You must not use or transfer any materials from the Site in violation of any applicable laws or regulations.

QUESTIONS

If you have any questions or inquiries regarding these Terms of Use, our Privacy Policy or other legal guidelines, please do not hesitate to contact us at info@scaleupsec.com.