

Terms of Service

NIS2Verify Platform

*Last Updated: 14-Jan-2025

1. Acceptance of Terms

By accessing or using the NIS2Verify platform ("Service"), you agree to be bound by these Terms of Service ("Terms"). If you disagree with any part of these terms, you may not access the Service.

NIS2Verify ("we," "us," or "our") provides cybersecurity assessment and compliance services to help organizations achieve NIS2 Directive compliance.

2. Service Description

2.1 Core Services

NIS2Verify provides:

- Cybersecurity assessment tools and questionnaires
- NIS2 compliance gap analysis
- Implementation plan generation
- Detailed security recommendations
- Professional consulting and support services

2.2 Service Tiers

- ****Tailored Implementation Plan****: Basic assessment and implementation roadmap
- ****Expert Consulting & Support****: Enhanced features with professional guidance
- ****Dedicated Compliance Partner****: Enterprise-level support and customization

2.3 Deliverables

Upon successful payment, you will receive:

- Personalized implementation plan
- Detailed recommendations document
- Assessment results and compliance metrics
- Access to support resources

3. Payment Terms and Policies

3.1 Pricing and Fees

- Current pricing is displayed on our website and during the checkout process
- All prices are in Euros (EUR) unless otherwise specified
- Prices include applicable VAT where required by law
- We reserve the right to modify pricing with 30 days' notice for future purchases

3.2 Payment Methods

We accept:

- Credit and debit cards via Stripe
- PayPal payments
- Other payment methods as displayed during checkout

3.3 Payment Processing

- Payment is required before accessing premium features or receiving deliverables
- All payments are processed securely through our payment partners
- You authorize us to charge your selected payment method for all fees
- Failed payments may result in service suspension

3.4 Billing and Invoicing

- One-time payment plans are billed immediately upon purchase
- Receipts and invoices are available through your account dashboard
- For enterprise customers, custom billing arrangements may be available

4. Refund and Cancellation Policies

4.1 Refund Policy

30-Day Money-Back Guarantee:

- Full refund available within 30 days of purchase if you are not satisfied with the service
- Refund requests must be submitted via email to info@nis2verify.com
- Refunds will be processed within 10 business days to the original payment method
- Refunds are not available for custom consulting work that has been delivered

4.2 Cancellation Policy

- You may request cancellation at any time before receiving your deliverables
- Post-delivery cancellations are subject to our refund policy above
- No cancellation fees apply for standard services
- Enterprise contracts may have specific cancellation terms as outlined in separate agreements

4.3 Exceptions

Refunds may be denied in cases of:

- Violation of these Terms of Service
- Fraudulent payment methods
- Chargebacks or payment disputes
- Misuse of the platform or services

5. User Obligations and Restrictions

5.1 Acceptable Use

You agree to:

- Provide accurate and complete information during assessments
- Use the Service only for legitimate business purposes
- Comply with all applicable laws and regulations
- Maintain the confidentiality of your account credentials

5.2 Prohibited Activities

You may not:

- Reverse engineer, decompile, or attempt to extract source code
- Share, resell, or redistribute our reports or recommendations
- Use automated systems to access the Service without permission
- Interfere with the Service's security or functionality
- Violate any applicable laws or third-party rights

6. Intellectual Property Rights

6.1 Our Content

- The Service, including all software, content, and materials, is owned by NIS2Verify
- You receive a limited, non-exclusive license to use the Service for your business purposes
- Our methodologies, frameworks, and assessment tools remain our intellectual property

6.2 Your Content

- You retain ownership of data and information you provide
- You grant us a license to use your data solely to provide the Service
- We will handle your data in accordance with our Privacy Policy

6.3 Reports and Deliverables

- Generated reports are customized for your organization and licensed for your internal use
- You may not redistribute, resell, or share reports with third parties without permission
- Reports remain subject to our intellectual property rights in underlying methodologies

7. Privacy and Data Protection

7.1 Data Collection and Use

- We collect and process personal data as described in our Privacy Policy
- Your assessment data is used solely to provide personalized recommendations
- We implement appropriate security measures to protect your information

7.2 GDPR Compliance

- We comply with applicable data protection laws, including GDPR
- You have rights regarding your personal data as outlined in our Privacy Policy
- Data processing is based on contract performance and legitimate interests

8. Warranties and Disclaimers

8.1 Service Warranties

We warrant that:

- The Service will be provided with reasonable skill and care
- Our assessments are based on recognized cybersecurity frameworks
- We will deliver services in accordance with our stated timelines

8.2 Disclaimer of Warranties

****EXCEPT AS EXPRESSLY STATED, THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING.****

- ****IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT****
- ****THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE****
- ****THAT RESULTS WILL GUARANTEE REGULATORY COMPLIANCE OR PREVENT SECURITY INCIDENTS****

8.3 Regulatory Compliance

- Our recommendations are guidance based on best practices and regulations as understood at the time of delivery
- ****We do not guarantee that following our recommendations will ensure full regulatory compliance****
- ****Compliance requirements may change, and you are responsible for staying current with regulations****
- ****You should consult with legal counsel for compliance advice****

9. Limitation of Liability

9.1 General Limitations

****TO THE MAXIMUM EXTENT PERMITTED BY LAW:****

****OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICE IN THE 12 MONTHS PRECEDING THE CLAIM.****

9.2 Excluded Damages

****WE SHALL NOT BE LIABLE FOR:****

- ****INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES****
- ****LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES****
- ****BUSINESS INTERRUPTION OR SYSTEM DOWNTIME****
- ****REGULATORY FINES, PENALTIES, OR SANCTIONS****
- ****CYBERSECURITY INCIDENTS OR BREACHES****
- ****DAMAGES RESULTING FROM THIRD-PARTY ACTIONS****

9.3 Professional Services Limitation

- Our assessments and recommendations are advisory in nature
- ****We are not responsible for implementation decisions or outcomes****
- ****You assume all risks related to cybersecurity and regulatory compliance****
- ****Professional consulting services are limited to guidance and best practice recommendations****

9.4 Force Majeure

We are not liable for delays or failures due to circumstances beyond our reasonable control, including natural disasters, government actions, or technical failures.

10. Indemnification

You agree to indemnify and hold harmless NIS2Verify, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including reasonable attorney fees) arising from:

- Your use of the Service
- Your violation of these Terms
- Your violation of any third-party rights
- Implementation of our recommendations

11. Term and Termination

11.1 Term

These Terms remain in effect while you use the Service or maintain an account with us.

11.2 Termination by You

You may terminate your account at any time by contacting us at info@nis2verify.com.

11.3 Termination by Us

We may terminate or suspend your account immediately if you:

- Violate these Terms
- Engage in fraudulent activity
- Use the Service in a manner that could harm our business or other users

11.4 Effect of Termination

Upon termination:

- Your access to the Service will cease
- Previously delivered reports remain licensed for your internal use
- Payment obligations for completed services remain in effect
- Survival clauses (including liability limitations) continue to apply

12. Modifications to Terms

12.1 Updates

We may modify these Terms from time to time. Material changes will be communicated via:

- Email notification to registered users
- Prominent notice on our website
- Updated "Last Modified" date

12.2 Acceptance

Continued use of the Service after modifications constitutes acceptance of updated Terms.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of Romania, without regard to conflict of law principles.

13.2 Jurisdiction

Any disputes arising from these Terms or the Service shall be resolved in the courts of Bucharest, Romania.

13.3 Alternative Dispute Resolution

Before pursuing litigation, parties agree to attempt resolution through:

- Direct negotiation
- Mediation through a mutually agreed mediator

14. Miscellaneous

14.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and NIS2Verify.

14.2 Severability

If any provision is found unenforceable, the remaining provisions continue in full effect.

14.3 Waiver

Failure to enforce any provision does not constitute a waiver of future enforcement.

14.4 Assignment

You may not assign these Terms without our written consent. We may assign these Terms without restriction.

15. Contact Information

For questions about these Terms of Service, please contact us:

****NIS2Verify****

- ****Email:**** info@nis2verify.com
- ****Phone:**** +40 76 257 5829
- ****Website:**** www.nis2verify.com

16. Specific Service Terms

16.1 Assessment Validity

- Assessment results are based on information provided at the time of completion
- Recommendations reflect current understanding of NIS2 requirements
- ****You are responsible for verifying that recommendations remain current and applicable****

16.2 Implementation Support

- Professional consulting services are advisory only
- ****We do not perform direct implementation of security controls****
- ****Results depend on proper implementation and ongoing maintenance****

16.3 Download and Access Terms

- Report downloads are limited to 5 downloads per order
- Download links expire after 30 days
- **Files are provided for your internal use only**

By using NIS2Verify, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.