**Terms of Service**

**Welcome to Symbiotic Security**

Thank you for using our products and services. For the purposes of these Terms of Service, unless otherwise noted, the word Services (“Services”) is used to refer to the website, symbioticsecurity.com (the “Site”), and the products and services provided by Symbiotic Security, LLC ("Symbiotic Security"). The Services are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms").

Your use of our Services constitutes your agreement to all such Terms. Please read these Terms carefully.

**Privacy**

The use of data collected by our Services and the Services’ use of cookies are governed by Symbiotic Security's Privacy Policy. Please review our Privacy Policy.

**Use of Services**

The content and services on the Site are copyrighted by Symbiotic Security. You are granted a non-exclusive, non-transferable, revocable license to use Services that consist of the Site and the Security Scan product downloaded from the Site, strictly in accordance with these terms of use.

Symbiotic Security may offer multiple Services that may have additional licenses and terms. Additional licenses and terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

As a condition of your use of our Services, you warrant to Symbiotic Security that you will not use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner that interferes with our ability to provide these Services by accessing them using a method other than the interface and the instructions that we provide. You may not obtain or attempt to obtain any materials or information from the Services using a method other than the interface and the instructions that we provide.

All content included as part of the Services, such as downloads, text, graphics, logos, images, as well as the compilation thereof, and any software used in the Services, is the property of Symbiotic Security or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Services. Symbiotic Security content is not for resale. Your use of the Services does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your own use, and will make no other use of the content without the express written permission of Symbiotic Security and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Symbiotic Security or our licensors except as expressly authorized by these Terms.

**Electronic Communications**

Visiting the Site or sending emails to Symbiotic Security constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

**Your Account**

If you use our Services, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Symbiotic Security is not responsible for third party access to your account that results from theft or misappropriation of your account. Symbiotic Security and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**International Users**

The Services are controlled, operated and administered by Symbiotic Security from our offices within the USA. If you access the Services from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Symbiotic Security Content accessed through symbioticsecurity.com in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Links to Third Party Sites/Third Party Services**

The Services may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Symbiotic Security and Symbiotic Security is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Symbiotic Security is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Symbiotic Security of the site or any association with its operators.

**Children Under Eighteen**

Symbiotic Security does not knowingly collect, either online or offline, personal information from persons under the age of eighteen. The Site is a business-oriented site that is intended for use by adult users only. By accepting these terms, you certify that you are 18 years of age or older.

**Indemnification**

You agree to indemnify, defend and hold harmless Symbiotic Security, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use our Site or Services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Symbiotic Security reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Symbiotic Security in asserting any available defenses.

**Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Symbiotic Security agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**Liability Disclaimer**

THE SITE, INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED BY SYMBIOTIC SECURITY MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. SYMBIOTIC SECURITY, LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SERVICES AT ANY TIME.

SYMBIOTIC SECURITY, LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED IN OUR SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. SYMBIOTIC SECURITY, LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SYMBIOTIC SECURITY, LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF OUR SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF SYMBIOTIC SECURITY, LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

**Termination/Access Restriction**

Symbiotic Security reserves the right, in its sole discretion, to terminate your access to our Services, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of our Services. Use of our Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Symbiotic Security as a result of this agreement or use of the Services. Symbiotic Security's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Symbiotic Security's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by Symbiotic Security with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Symbiotic Security with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Symbiotic Security with respect to the Services. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

**Changes to Terms**

Symbiotic Security reserves the right, in its sole discretion, to change the Terms under which symbioticsecurity.com is offered. The most current version of the Terms will supersede all previous versions. Symbiotic Security encourages you to periodically review the Terms to stay informed of our updates.

**Contact Us**

Symbiotic Security welcomes your questions or comments regarding the Terms:

Symbiotic Security, LLC

110 N INTERSTATE 35 STE 315-220

Round Rock, Texas 78681

Email Address:

support@symbioticsecurity.com

Effective as of November 01, 2018