

TERMS OF SERVICE

Effective Date: September 23, 2026

Last Updated: September 23, 2026

These Terms of Service ("Terms") govern access to and use of the Guvrix website, software platform, applications, services, content, and related features (collectively, the "Services").

These Terms constitute a legally binding agreement between Guvrix LLC ("Guvrix," "we," "us," or "our") and the business, organization, or other legal entity subscribing to or using the Services ("Customer," "you," or "your").

If an individual creates an account or uses the Services on behalf of a Customer, that individual represents that they have authority to bind the Customer to these Terms.

By creating an account, purchasing a subscription, clicking to accept these Terms, or accessing or using the Services, you agree to these Terms.

1. Eligibility and Business Use

The Services are intended primarily for businesses, organizations, government entities, nonprofits, associations, and other professional users.

You represent that you have the legal capacity and authority to enter into these Terms.

Unless Guvrix expressly agrees otherwise in writing, the Services are provided for organizational and professional use and are not intended for personal, household, or consumer purposes.

2. Guvrix Services

Guvrix provides a software-as-a-service ("SaaS") platform designed to help organizations evaluate, plan, implement, monitor, and improve governance, compliance, risk management, operational controls, and related organizational practices.

Depending upon the subscription and features selected, the Services may include:

- governance and compliance questionnaires and assessments;
- governance gap identification;
- risk scoring and indicators;
- guidance and suggested controls;
- policies, checklists, templates, registers, worksheets, and other resources;
- reporting and dashboards;
- corrective-action and improvement tools;
- compliance and governance tracking;

- AI-assisted guidance and content;
- downloadable documents and other materials; and
- other governance, risk, compliance, and organizational management functionality made available by Guvrix.

Guvrix may periodically add, modify, improve, replace, or discontinue features as the Services evolve, provided that Guvrix will not materially reduce the core functionality of a paid subscription during its current subscription term without reasonable justification.

3. Governance and Compliance Guidance

Guvrix is intended to assist organizations in identifying potential governance, compliance, risk, and operational gaps and considering possible improvements.

The Services provide guidance and decision-support tools. They do not guarantee that a Customer is compliant with any particular law, regulation, standard, contractual requirement, certification, accreditation, or industry practice.

Governance and compliance requirements vary according to factors including jurisdiction, industry, organizational structure, operations, size, contractual obligations, regulatory status, and changes in applicable requirements.

Customers remain responsible for determining which requirements apply to their organization and for implementing appropriate policies, controls, processes, and corrective actions.

4. No Legal or Professional Advice

The Services and materials provided by Guvrix are for informational, governance, risk-management, compliance-support, and organizational purposes.

Guvrix is not a law firm, accounting firm, certification body, regulatory authority, auditor, or other licensed professional adviser unless expressly stated otherwise.

Nothing provided through the Services constitutes legal, tax, accounting, medical, financial, regulatory, audit, certification, or other professional advice.

Customers should obtain advice from qualified professionals when appropriate.

5. No Guarantee of Compliance, Certification, or Outcome

Completion of a Guvrix assessment, implementation of Guvrix guidance, achievement of a particular score, or use of any Guvrix template does not guarantee:

- legal or regulatory compliance;
- successful completion of an audit or inspection;

- certification or accreditation;
- avoidance of fines, penalties, claims, incidents, losses, or regulatory action;
- approval by any government or regulatory authority; or
- any particular business, operational, financial, or governance outcome.

Any score, rating, assessment result, recommendation, or other output generated by Guvrix represents an informational assessment based on available information, applicable methodology, and Customer responses.

6. Customer Responsibility for Information

Customers are responsible for the accuracy, completeness, and currency of information entered into or supplied to the Services.

Guvrix assessments and recommendations may depend upon Customer-provided information. Incorrect, incomplete, outdated, or misleading information may result in inaccurate or inappropriate outputs.

Customers are responsible for reviewing Guvrix outputs before relying upon or implementing them.

7. Accounts and Authorized Users

Customers may permit authorized employees, contractors, officers, directors, advisers, or other approved users to access the Services to the extent permitted by the applicable subscription.

Customers are responsible for:

- maintaining accurate account information;
- protecting account credentials;
- restricting access to authorized users;
- activities conducted through their accounts;
- promptly disabling access for users who are no longer authorized; and
- notifying Guvrix of suspected unauthorized access or security incidents affecting their account.

Users may not share login credentials except where expressly permitted by Guvrix.

8. Subscription

Access to paid Services is provided on a subscription basis.

Unless otherwise stated in an order form, proposal, invoice, or other written agreement, subscriptions are purchased for a **twelve-month annual subscription term**.

The subscription begins on the date specified during purchase, activation, or in the applicable order documentation.

The features, number of users, locations, organizations, assessments, storage, or other usage limitations applicable to a subscription may depend upon the plan purchased.

9. Fees and Payment

Customers agree to pay all fees associated with their subscription.

Unless otherwise agreed in writing:

- subscription fees are billed annually;
- fees are payable in advance;
- fees are stated exclusive of applicable taxes;
- Customers are responsible for applicable sales, use, value-added, withholding, or similar taxes, except taxes based on Guvrix's net income; and
- payment obligations are non-cancelable and fees paid are non-refundable except where expressly provided in these Terms or required by applicable law.

Failure to pay amounts when due may result in suspension or termination of access to the Services after reasonable notice.

10. Renewal

Manual Renewal: Subscriptions do not automatically renew. Guvrix will provide the Customer with an opportunity to purchase a new annual subscription before or after expiration of the current subscription.

Where required by applicable law, Guvrix will provide applicable renewal notices and cancellation mechanisms.

11. Price Changes

Guvrix may change subscription prices from time to time.

A price change will not affect fees already paid for the Customer's current subscription term. Unless otherwise agreed, new pricing becomes applicable upon the Customer's next renewal.

12. Cancellation

Customers may elect not to renew their subscription in accordance with the cancellation procedures provided through the Services or communicated by Guvrix.

Cancellation ordinarily prevents renewal but does not terminate or refund the remaining portion of an annual subscription already purchased.

Nothing in this section limits refund or cancellation rights that cannot legally be excluded.

13. Customer Data

"Customer Data" means information, records, responses, documents, files, or other data submitted to the Services by or on behalf of a Customer.

As between Guvrix and the Customer, the Customer retains its rights in Customer Data.

The Customer grants Guvrix a limited right to host, process, transmit, reproduce, and otherwise use Customer Data as reasonably necessary to:

- provide the Services;
- maintain and secure the Services;
- provide requested functionality;
- troubleshoot problems;
- prevent fraud or misuse;
- comply with legal obligations; and
- otherwise perform Guvrix's obligations under these Terms.

Guvrix does not acquire ownership of Customer Data merely because it is submitted to the Services.

14. Customer Data Responsibilities

Customers are responsible for ensuring that they have the necessary rights, permissions, notices, and lawful basis to submit and process Customer Data through Guvrix.

Customers should not submit unnecessary personal, confidential, sensitive, health, financial, or other protected information where it is not required to use the Services.

Where Customer use of the Services involves processing personal data, applicable data-protection obligations may also be governed by Guvrix's Privacy Policy and, where appropriate, a separate Data Processing Agreement ("DPA").

15. Privacy and Data Protection

Guvrix processes personal information in accordance with its Privacy Policy and applicable data-protection requirements.

Customers are responsible for their own compliance with privacy and data-protection requirements applicable to their collection and use of information through the Services.

Where Guvrix processes personal data on behalf of a Customer as a data processor or service provider, the parties may enter into a DPA where required or appropriate.

16. Confidentiality

Each party may receive confidential or proprietary information belonging to the other party.

Each party agrees to:

- use the other party's confidential information only for purposes related to the Services or the parties' business relationship;
- use reasonable safeguards to protect confidential information;
- restrict disclosure to persons who reasonably require access and are subject to appropriate confidentiality obligations; and
- not disclose confidential information to third parties except as authorized or legally required.

Confidential information does not include information that the receiving party can demonstrate was lawfully known without restriction, independently developed, publicly available without breach of these Terms, or lawfully received from another source without confidentiality restrictions.

17. Security

Guvrix will maintain reasonable administrative, technical, and organizational safeguards designed to protect Customer Data against unauthorized access, disclosure, alteration, or destruction.

No internet-based or electronic system can be guaranteed to be completely secure. Customers acknowledge that use of online services inherently involves security risks.

Customers are responsible for implementing appropriate security practices for their own systems, devices, networks, credentials, and users.

18. Artificial Intelligence and Automated Features

Certain Guvrix features may use artificial intelligence, machine learning, automated analysis, or third-party AI technologies ("AI Features").

AI Features may assist with activities such as:

- expanding governance guidance;
- identifying potential gaps;
- generating suggested controls;
- preparing checklists, policies, procedures, or templates;
- explaining assessment results; or
- generating other governance-related content.

AI-generated outputs may contain errors, omissions, outdated information, or recommendations that are inappropriate for a particular Customer or situation.

Customers must exercise appropriate human judgment and review AI-generated outputs before relying upon or implementing them.

Guvrix does not represent that AI-generated outputs are legally accurate, complete, unique, or suitable for every organization.

19. Intellectual Property

Guvrix and its licensors retain all rights, title, and interest in and to the Services, including:

- software;
- source and object code;
- databases;
- assessment methodologies;
- questionnaires;
- scoring methodologies;
- governance frameworks;
- guidance;
- designs;
- graphics;
- trademarks;
- documentation;
- templates;
- underlying technology; and
- other Guvrix content and intellectual property.

Except for the limited rights expressly granted under these Terms, no rights are transferred to the Customer.

20. Customer Use of Guvrix Materials

During an active subscription, Customers may use and internally reproduce reports, templates, checklists, guidance, and other materials generated or made available through the Services for their own legitimate internal business and governance purposes.

Customers may modify downloaded materials for their internal use unless otherwise indicated.

Customers may not, without Guvrix's written permission:

- resell or commercially distribute Guvrix materials;
- provide Guvrix content as a competing service;
- systematically copy Guvrix questionnaires, guidance, databases, or methodologies;
- reproduce substantial portions of the Services to create a competing product;
- remove proprietary notices; or

- represent Guvrix materials as independently developed proprietary content where doing so would infringe Guvrix's rights.

21. Feedback

If a Customer voluntarily provides suggestions, recommendations, ideas, or feedback regarding the Services, Guvrix may use that feedback without restriction or payment, provided Guvrix does not publicly identify the Customer as the source without permission.

22. Acceptable Use

Customers and users may not:

- use the Services unlawfully;
- gain or attempt to gain unauthorized access to accounts, systems, or data;
- interfere with the operation or security of the Services;
- upload malware or malicious code;
- circumvent usage restrictions or security controls;
- scrape or systematically extract Guvrix content except as expressly permitted;
- reverse engineer the Services except where such restriction is prohibited by law;
- use the Services to violate another person's intellectual-property, privacy, or other legal rights;
- use the Services to create or improve a directly competing governance-assessment product through systematic extraction of Guvrix content; or
- permit unauthorized third parties to access the Services.

23. Third-Party Services

The Services may integrate with or rely upon third-party products, hosting providers, APIs, AI services, payment processors, or other technology providers.

Guvrix is not responsible for third-party products or services outside Guvrix's reasonable control.

Use of third-party services may also be subject to the applicable third party's terms and privacy practices.

24. Service Availability

Guvrix will use commercially reasonable efforts to maintain availability of the Services.

However, the Services may occasionally be unavailable due to maintenance, updates, security requirements, internet failures, third-party service failures, force majeure events, or circumstances outside Guvrix's reasonable control.

Unless expressly provided under a separate service-level agreement, Guvrix does not guarantee uninterrupted or error-free availability.

25. Suspension

Guvrix may temporarily suspend access to some or all of the Services where reasonably necessary because of:

- overdue payment;
- suspected unauthorized access;
- a material security threat;
- unlawful use;
- material violation of these Terms;
- use that threatens the Services or other customers; or
- legal or regulatory requirements.

Where reasonably practicable, Guvrix will provide notice and an opportunity to resolve the issue before suspension.

26. Termination for Cause

Either party may terminate the agreement if the other party materially breaches these Terms and fails to cure the breach within thirty (30) days after receiving written notice, where the breach is capable of cure.

Guvrix may terminate access immediately where necessary to address fraud, illegal activity, deliberate security abuse, material infringement of Guvrix intellectual property, or other serious misconduct.

27. Effect of Expiration or Termination

Upon expiration or termination of the subscription, the Customer's right to access the paid Services ends.

Guvrix may provide a reasonable period during which the Customer can export available Customer Data, subject to technical limitations and applicable subscription terms.

After the applicable retention period, Guvrix may delete Customer Data in accordance with its data-retention practices, except where retention is legally required.

Provisions that by their nature should survive termination—including intellectual property, confidentiality, disclaimers, limitations of liability, payment obligations, and dispute provisions—will survive.

28. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

GUVRIX DISCLAIMS WARRANTIES NOT EXPRESSLY PROVIDED IN THESE TERMS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE.

GUVRIX DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, OR THAT EVERY GOVERNANCE OR COMPLIANCE REQUIREMENT APPLICABLE TO A CUSTOMER WILL BE IDENTIFIED.

29. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES, INCLUDING LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, GOODWILL, OR REPUTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUVRIX'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS SHALL NOT EXCEED THE TOTAL SUBSCRIPTION FEES PAID OR PAYABLE BY THE CUSTOMER TO GUVRIX DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

The foregoing limitations will not apply to liability that cannot lawfully be excluded or limited.

30. Indemnification by Customer

To the extent permitted by applicable law, the Customer will indemnify and hold Guvrix harmless from third-party claims, damages, liabilities, and reasonable costs arising from:

- Customer Data that violates another person's rights;
- the Customer's unlawful use of the Services;
- the Customer's material violation of these Terms; or
- use of the Services by the Customer in a manner that infringes third-party rights.

Guvrix will provide reasonable notice of an indemnified claim and reasonable cooperation in its defense.

31. Guvrix Intellectual-Property Indemnification

Guvrix will defend the Customer against a third-party claim alleging that the Customer's authorized use of the Guvrix Services directly infringes that third party's intellectual-property

rights and will pay damages finally awarded against the Customer or agreed in a settlement approved by Guvrix.

This obligation does not apply to claims resulting from Customer Data, unauthorized modifications, combinations with products not supplied or approved by Guvrix, continued use after Guvrix provides a non-infringing alternative, or use contrary to these Terms.

If such a claim occurs, Guvrix may modify the affected Service, obtain the right for continued use, replace the affected functionality, or terminate the affected Service and provide an appropriate prorated refund for the unused portion of the applicable prepaid subscription.

32. Compliance with Laws

Each party is responsible for complying with laws and regulations applicable to its own activities under these Terms.

The Customer is responsible for determining whether its particular use of Guvrix is appropriate under laws, regulations, professional requirements, contractual obligations, or internal policies applicable to the Customer.

33. Export and Sanctions Compliance

Customers may not use, export, re-export, transfer, or otherwise make the Services available in violation of applicable export-control, trade-sanctions, or similar laws.

34. Force Majeure

Neither party will be liable for failure or delay in performing obligations, other than payment obligations, where caused by circumstances beyond its reasonable control, including natural disasters, war, terrorism, civil unrest, governmental action, labor disruptions, internet or telecommunications failures, widespread cyber incidents, utility failures, or failures of critical third-party infrastructure.

35. Changes to These Terms

Guvrix may update these Terms from time to time to reflect changes to the Services, applicable laws, security requirements, or business practices.

Material changes will become effective after reasonable notice where required or appropriate.

Changes will not retroactively materially reduce contractual rights applicable to a prepaid subscription term unless required by law or agreed by the Customer.

Continued use of the Services after updated Terms become effective constitutes acceptance of the updated Terms to the extent permitted by applicable law.

36. Governing Law

These Terms and any dispute, claim, or controversy arising out of or relating to these Terms or the Services will be governed by and construed in accordance with the laws of the State of Georgia, United States, without regard to its conflict-of-laws principles.

37. Dispute Resolution and Jurisdiction

The parties will first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Services through direct discussions.

If a dispute cannot be resolved informally, each party agrees that any legal action or proceeding arising out of or relating to these Terms or the Services will be brought exclusively in the state courts located in Fulton County, Georgia, or the United States District Court for the Northern District of Georgia, Atlanta Division, where federal jurisdiction exists. Each party irrevocably consents to the personal jurisdiction of such courts and waives, to the extent permitted by law, any objection to venue in those courts.

Nothing in this section prevents either party from seeking temporary, preliminary, or other injunctive or equitable relief in any court of competent jurisdiction where reasonably necessary to protect confidential information, intellectual property, data, security, or other rights for which monetary damages would not provide an adequate remedy. The parties will first attempt in good faith to resolve disputes through direct discussions.

38. Relationship of the Parties

The parties are independent contractors.

These Terms do not create a partnership, joint venture, agency, employment relationship, franchise, fiduciary relationship, or other similar relationship between Guvrix and the Customer.

39. Assignment

Neither party may assign these Terms without the other party's prior written consent, except that either party may assign the agreement in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets relating to the agreement, provided the successor assumes the applicable obligations.

40. Notices

Legal notices under these Terms must be provided by email or other written method designated by the parties.

Notices to Guvrix LLC should be sent by email to: support@guvrix.com

41. Entire Agreement and Order of Precedence

These Terms, together with any applicable order form, subscription agreement, Privacy Policy, DPA, and other documents expressly incorporated by reference, constitute the agreement between Guvrix and the Customer concerning the Services.

If a separately executed written agreement between Guvrix and a Customer conflicts with these Terms, the separately executed agreement will control the extent of the conflict.

42. Severability

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain in effect, and the invalid provision will be enforced to the maximum extent legally permissible.

43. Waiver

Failure by either party to enforce a provision of these Terms does not waive that party's right to enforce the provision later.

44. Electronic Agreement

The parties agree that electronic acceptance, electronic signatures, online orders, and electronic records may be used in connection with the Services and these Terms to the extent permitted by applicable law.

45. Contact Us

Questions concerning these Terms or the Services may be directed to: support@guvrix.com