

Terms of Service

—Policy Comply, LLC—

These Terms of Service (“Terms”) govern all services provided by Policy Comply, LLC (“Consultant,” “we,” “our,” or “us”) to any individual or organization (“Client,” “you,” or “your”). By engaging our services, you acknowledge that you have read, understood, and agree to be bound by these Terms.

1. Scope of Services

Policy Comply, LLC provides documentation-focused compliance support, including:

- Governance policy creation and updates
- Basic, high-level risk observations
- Practical guidance for improving internal governance and security posture
- Compliance roadmaps
- Advisory consultations

All services are limited to the packages, deliverables, and scope described in the Pricing Guide & Services document provided to the Client and do not extend to operational implementation, enforcement, or ongoing monitoring, unless explicitly included as part of a retainer agreement.

2. Services Not Provided

Policy Comply, LLC does not provide:

- Legal advice
- Compliance certification
- Cybersecurity engineering
- Forensic investigation
- Technical vulnerability scanning
- Penetration testing
- Incident response
- Formal risk assessments
- Regulatory compliance audits (SOC 2, ISO 27001, PCI, HIPAA, etc.)
- Certification readiness services
- Vendor or system testing
- IT security architecture design
- Consultant does not determine legal or regulatory compliance status.

All guidance is advisory, non-certifying, and based solely on information provided by the Client. The Client acknowledges that Policy Comply, LLC is not a law firm, cybersecurity engineering firm, or auditing entity.

3. Client Responsibilities

The Client agrees to:

- Provide accurate, complete, and timely information.
- Provide copies of any existing policies, documents, or materials necessary for the engagement.
- Review deliverables within the agreed-upon timeline.
- Ensure that all operational and technical decisions remain the Client’s responsibility.
- Maintain and implement security controls, processes, or technologies recommended by Consultant, at Client’s sole discretion.

Policy Comply, LLC is not responsible for outcomes resulting from incomplete, inaccurate, outdated, or withheld information.

4. Deliverables

Deliverables may include:

- Governance policies
- Basic risk observations
- Areas of concern identified from client-provided information
- CIS best-practice guidance (non-certifying)
- Compliance roadmaps
- Advisory consultations

Deliverables are produced manually with expert assistance tools, customized to Client-provided information, and limited to the scope described in the Services Guide. Deliverables may vary in depth depending on the quality and completeness of the information supplied.

5. Advisory-Only Nature

All deliverables and consultations are advisory in nature.

Policy Comply, LLC does not guarantee:

- Compliance with any laws or regulations
- Passing any audit, inspection, or certification
- Prevention of cybersecurity incidents
- Elimination of risk
- Accuracy of third-party requirements such as insurers or regulators

The Client retains full responsibility for implementing all recommendations and any resulting decisions.

Recommendations are not legal, regulatory, or compliance determinations and should not be interpreted as such.

6. Payment Terms

- 50% deposit is due before work begins.
- Remaining 50% is due upon delivery of final deliverables.
- Retainer services are billed monthly in advance.
- Payments are accepted via Stripe Payment Link unless otherwise agreed.

Failure to pay may result in paused or discontinued services.

All fees are non-refundable once work has commenced.

7. Revisions & Support Window

Unless otherwise specified:

- Packages include a 14-day support window after final delivery.
- Support includes clarifications and minor edits.
- Major revisions, new policies, or new deliverables may incur additional fees.

8. Confidentiality

Both Consultant and Client agree to maintain the confidentiality of all non-public documents, data, and communications exchanged during the engagement.

Policy Comply, LLC may use anonymized, non-identifiable information for internal learning and service improvement.

We do not sell or share Client data with third parties.

9. Intellectual Property

Policy templates, written materials, and proprietary frameworks produced by Policy Comply, LLC remain intellectual property of Policy Comply, LLC, unless explicitly transferred in writing.

Clients receive a non-exclusive license to use deliverables internally within their organization. Redistribution, resale, or publication of deliverables is prohibited without written permission.

10. Limitation of Liability

To the fullest extent permitted by law:

- Policy Comply, LLC shall not be liable for any indirect, incidental, consequential, punitive, or special damages.
- Total liability shall not exceed the amount paid by the Client for the specific service giving rise to the claim.
- Policy Comply, LLC (consultant) is not liable for damages resulting from cybersecurity incidents, data breaches, system failures, or compliance violations.

Client acknowledges that compliance and cybersecurity risks cannot be eliminated and that Consultant's role is strictly advisory.

11. No Guarantee of Outcomes

Policy Comply, LLC does not guarantee:

- Audit passing
- Breach prevention
- Regulatory approval
- Insurance approvals
- Security score improvements
- Grant eligibility

All recommendations are provided on a best-effort basis.

12. Termination

Either party may terminate the engagement with written notice.

If terminated early:

- Work completed up to the termination date will be billed proportionately.
- Deposits are non-refundable.

Policy Comply, LLC may terminate services immediately for non-payment or breach of these Terms.

13. Governing Law

These Terms are governed by the laws of the State of Texas, without regard to conflicts of law principles.

14. Entire Agreement

These Terms, together with the Pricing Guide & Services document, constitute the entire agreement between the parties and supersede all prior discussions or proposals.

Client Name: _____ Title: _____ Signature: _____ Date: _____
Consultant Name: _____ Title: _____ Signature: _____ Date: _____