



**IRON WARDEN LLC**

## **Terms of Service**

Effective Date: February 13, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between you ("you," "user," or "client") and Iron Warden LLC ("Iron Warden," "we," "our," or "us"), an Oklahoma-based cybersecurity consulting practice. These Terms govern your access to, use of, and interaction with our website (<https://ironwarden.org/>, the "Site"), including all content, features, functionalities, materials, and services offered through it (collectively, the "Services"). By accessing the Site, submitting information, or engaging our Services, you affirm that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and any applicable service agreements. If you do not agree, you must immediately cease use of the Site and Services.

These Terms apply to all users, including casual visitors, prospective clients, and engaged clients. Services are available only to individuals aged 18 or older and entities capable of forming binding contracts under U.S. law. If you are using the Site on behalf of an organization, you represent that you have authority to bind that organization.

We reserve the right to refuse access or Services to anyone for any reason, including but not limited to violations of these Terms or applicable laws.

## 1. Description of Services

Iron Warden provides remote-only cybersecurity consulting Services tailored primarily to small businesses, sole proprietors, and individuals, with options for larger entities. Services include:

- **Policy Development & Review:** Creation or enhancement of up to 6 policies (e.g., Acceptable Use, Incident Response, Data Protection, Access Control, Business Continuity, Vendor Management). We review existing policies for gaps and recommend improvements based on frameworks like NIST CSF or ISO 27001.
- **Pre-Audit Assessment:** Evaluation of controls against standards such as SOC 2, HIPAA, PCI DSS, ISO 27001, or others. Deliverables include a detailed pass/fail report, gap analysis, prioritized findings, and remediation roadmap.
- **Third-Party Risk Assessment:** Analysis of vendors using contracts, security questionnaires, public data (e.g., breach histories), and scoring on a risk scale (e.g., low/medium/high). Reports provide insights for vendor selection or management.
- **Security Risk Assessment:** Comprehensive review of people, processes, and technology risks using NIST or ISO frameworks. Includes risk identification, likelihood/impact scoring, heat maps, and actionable recommendations.

All Services are advisory, conducted remotely via video (e.g., Zoom), email, phone, and questionnaires. No network access, logins, on-site visits, or post-delivery support is provided. Services conclude upon final report delivery. Pricing is flat-rate as listed on the Site, with custom quotes for

complex scopes or large businesses, determined by factors like business size, industry complexity, and assessment depth.

## 2. User Accounts and Registration

If the Site requires or allows account creation (e.g., for client portals, if implemented), you must provide accurate information and maintain its confidentiality. You are responsible for all activities under your account, including unauthorized use if you fail to secure it. Notify us immediately of any breach. We may suspend or terminate accounts for violations.

## 3. Use of the Site and Services

- **Permitted Uses:** You may use the Site to learn about our Services, contact us, submit inquiries, and engage Services under a separate agreement. Use must be lawful and in good faith.
- **Prohibited Conduct:** You agree not to:
  - Violate any laws, regulations, or third-party rights (e.g., intellectual property, privacy).
  - Engage in fraudulent, deceptive, or misleading activities.
  - Transmit harmful content (e.g., viruses, malware, spam, unsolicited ads).
  - Interfere with the Site's operation (e.g., hacking, DDoS, overloading).
  - Reverse engineer, decompile, or extract source code.
  - Harvest data (e.g., scraping, bots) without permission.
  - Impersonate others or misrepresent affiliations.
  - Post defamatory, obscene, or discriminatory content.
  - Use Services for illegal purposes or to facilitate harm.
- **Compliance:** You must comply with all applicable laws, including export controls, sanctions, and data protection regulations.

We monitor usage and may investigate violations.

## 4. Payments and Billing

If you engage Services, payment terms are outlined in the service agreement. Fees are non-refundable except as specified. We use secure third-party processors; you authorize charges. Late payments incur fees and interest. We may suspend Services for non-payment.

## 5. Intellectual Property Rights

- **Ownership:** All Site content (e.g., text, graphics, logos, images, videos, software, reports, templates, methodologies) is owned by us or our licensors and protected by U.S. and international copyright, trademark, patent, trade secret, and other laws.
- **License Grant:** We grant you a limited, revocable, non-exclusive, non-transferable license to access and use the Site for personal or internal business purposes. For Service deliverables, you receive a limited license to use them internally.
- **Restrictions:** No modification, distribution, sale, or creation of derivative works without written consent. All rights not granted are reserved.
- **User Content:** If you submit content (e.g., feedback, documents), you grant us a perpetual, royalty-free license to use it for Services and improvements. You warrant it does not infringe rights.

## 6. Third-Party Links, Content, and Integrations

The Site may link to or integrate third-party resources (e.g., standards documents, tools). We do not endorse them and are not liable for their content, accuracy, availability, or practices. Use at your own risk. Third-party terms may apply.

## 7. Disclaimers

The Site and Services are provided "AS IS" and "AS AVAILABLE," without warranties of any kind, express, implied, or statutory, including but not limited to warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, non-infringement, or availability. We do not warrant:

- Error-free or uninterrupted operation.
- Freedom from viruses or harmful components.
- Results from Services (e.g., compliance, risk reduction).
- Suitability of recommendations for your specific needs.

Use is at your sole risk.

## 8. Limitation of Liability

To the maximum extent permitted by law, Iron Warden, its affiliates, owners, employees, agents, and licensors shall not be liable for any indirect, incidental, special, consequential, exemplary, or punitive

damages (including but not limited to loss of profits, data, goodwill, business opportunities, or use), arising from or related to the Site, Services, or these Terms, whether in contract, tort, strict liability, or otherwise, even if advised of the possibility.

Our aggregate liability arising out of or relating to the Services shall not exceed the total fees actually paid by you under the applicable Service Agreement. Some jurisdictions do not allow limitations, so these may not apply.

## **9. Indemnification**

You agree to indemnify, defend, and hold harmless Iron Warden and its affiliates from any claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising from:

- Your violation of these Terms or applicable laws.
- Your use or misuse of the Site/Services.
- Content you provide.
- Disputes with third parties related to your actions.

We may assume control of defense at your expense.

## **10. Termination and Suspension**

We may terminate or suspend your access to the Site or Services immediately, without notice or liability, for reasons including:

- Breach of these Terms.
- Legal requirements.
- Protection of our rights or users.
- Inactivity.

Upon termination, all licenses cease, and you must destroy copies of content. Provisions surviving termination include ownership, disclaimers, limitations, indemnification, and governing law.

## 11. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Oklahoma, USA, without regard to conflict of laws principles. Any disputes arising from or related to these Terms, the Site, or Services shall be resolved as follows:

- **Informal Resolution:** First, attempt good-faith negotiations via email.
- **Mediation:** If unresolved, non-binding mediation in Adair County, Oklahoma.
- **Arbitration:** If mediation fails, binding arbitration under the American Arbitration Association (AAA) rules in Adair County. Arbitration is individual; no class actions.
- **Court Jurisdiction:** For injunctive relief or unenforceable arbitration, exclusive jurisdiction in the state courts located in Adair County, Oklahoma, or the United States District Court for the Eastern District of Oklahoma. You consent to venue and personal jurisdiction.

Prevailing party recovers costs and fees. You waive jury trial rights.

## 12. Changes to Terms

We may update these Terms at any time to reflect changes in laws, Services, or practices. Updates will be posted on the Site with a new effective date. We may notify you via email for material changes. Continued use constitutes acceptance. If you object, cease use.

## 13. Miscellaneous Provisions

- **Force Majeure:** Neither party liable for delays due to events beyond control (e.g., acts of God, war, pandemics, cyber attacks), except payment obligations.
- **Severability:** If any provision is invalid, the remainder remains enforceable.
- **Waiver:** No waiver of rights unless in writing.
- **Assignment:** You may not assign rights without consent; we may assign freely.
- **Entire Agreement:** These Terms, Privacy Policy, Disclaimer, and any service agreements supersede prior understandings.
- **Notices:** Via email or Site posting.
- **Headings:** For convenience only.
- **Relationship:** Independent contractors; no agency or partnership.

## **14. Contact Us**

For questions, notices, or support regarding these Terms:

Iron Warden LLC

Email: [jimmy@ironwarden.org](mailto:jimmy@ironwarden.org)

Phone: (918) 308-9484

Location: Oklahoma, USA