

TERMS & CONDITIONS

1. Introduction

Welcome to Gusa Tech! By accessing or using our website and services, you agree to comply with these Terms and Conditions ("Terms"). Please read them carefully. If you do not agree to these Terms, you must refrain from using our services.

These Terms and Conditions govern the use of the services provided by Gusa Tech ("Company", "we", "us", "our") to clients ("you", "your"). You acknowledge and agree to be bound by these Terms.

2. Definitions

Services: Refers to testing, vulnerability assessment, security auditing, and other related cybersecurity services provided by Gusa Tech.

Client: Any individual or legal entity that engages with Gusa Tech for the use of its services.

Personal Data: Refers to any information that identifies or can be used to identify a person, which may be collected as part of our service.

3. Use of Services

You agree to use our services only for lawful purposes and in compliance with all applicable laws and regulations. By engaging our services, you confirm:

That you have the legal authority to engage Gusa Tech.

You will provide accurate information, including necessary permissions to test systems, networks, and applications.

4. Service Engagement

Before the commencement of any service, Gusa Tech will provide a formal proposal outlining the scope, timeline, and cost of the services. Once agreed upon, we require:

Written consent to carry out the any agreed-upon service.

All necessary credentials, system access, and information required to perform the services.

Gusa Tech will ensure that all tests are conducted in a manner that minimizes disruption to your operations, though no guarantee is made that service interruptions or disruptions will not occur.

5. Confidentiality

We understand the sensitive nature of cybersecurity assessments. Gusa Tech agrees to:

Maintain confidentiality regarding all information provided by the client.

Not disclose or share any proprietary data, trade secrets, or other sensitive information without explicit consent, unless required by law.

The client also agrees to maintain confidentiality regarding any information, methodologies, tools, or findings shared by Gusa Tech during the course of the engagement.

6. Client Responsibilities

As the client, you are responsible for:

Providing accurate and complete information necessary for the performance of the services.

Granting all required authorizations and ensuring that the systems or applications to be tested are owned by you or that you have the right to engage Gusa Tech to test them.

Ensuring that the systems being tested are backed up and prepared for the potential impacts testing.

7. Payment and Fees

The cost of services will be agreed upon in writing before commencement. Payment terms are as follows:

A non-refundable deposit may be required before starting the service.

Full payment is due upon completion of the services unless otherwise agreed in writing.

Any late payments may result in additional fees or suspension of ongoing services.

Gusa Tech reserves the right to modify the fee structure with prior notice.

8. Intellectual Property

Any methodologies, tools, reports, or findings developed or provided by Gusa Tech during the engagement are the exclusive intellectual property of Gusa Tech, unless otherwise agreed upon in writing. The client is granted a limited, non-transferable license to use the reports and findings for internal business purposes only.

9. Limitation of Liability

While Gusa Tech makes every effort to provide high-quality services, we do not guarantee that all vulnerabilities or security flaws will be identified. Furthermore:

Gusa Tech will not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to system downtime, data loss, or financial loss arising out of the use of our services.

The total liability of Gusa Tech in connection with any service provided will be limited to the fees paid for that particular service.

Gusa Tech reserves the right to modify the fee structure with prior notice.

10. Indemnification

You agree to indemnify and hold harmless Gusa Tech, its employees, directors, and agents from any claims, damages, losses, or expenses arising out of your use of the services, breach of these Terms, or violations of applicable laws.

Gusa Tech will not be liable for any direct, indirect, incidental, or consequential damages, including but not limited to system downtime, data loss, or financial loss arising out of the use of our services.

The total liability of Gusa Tech in connection with any service provided will be limited to the fees paid for that particular service.

Gusa Tech reserves the right to modify the fee structure with prior notice.

11. Termination

Either party may terminate the engagement by providing written notice:

If the client breaches any material provision of these Terms.

Upon the completion of the agreed-upon services.

Upon termination, any outstanding fees become immediately due and payable. Gusa Tech reserves the right to suspend or discontinue services if payment is not received or if you are found in violation of these Terms.

12. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of México. Any disputes arising from or in connection with these Terms will be subject to the exclusive jurisdiction of the courts in Mexico City.

13. Amendments

Gusa Tech reserves the right to update or modify these Terms at any time. Any changes will be communicated via the website, and continued use of our services after such changes implies your acceptance of the new Terms.

14. Contact Information

Gusa Tech

Address: 430 Park Ave 10th floor, New York, Nueva York, EE. UU.

Email id : info@gusa-tech.com