

Terms of Service

Exceed CyberSecurity — Last updated: June 8, 2026

1. Introduction

These Terms of Service (“Terms”) govern your access to and use of the Exceed CyberSecurity continuous security monitoring service, website, and related materials (collectively, the “Service”). By subscribing to or using the Service, you agree to be bound by these Terms. If you do not agree, do not use the Service.

The Service is provided by Exceed CyberSecurity (“we,” “us,” or “our”). References to “you” or “Customer” mean the individual or legal entity contracting for the Service.

2. Service Description

Exceed CyberSecurity provides continuous external attack surface monitoring, including:

- Discovery and monitoring of external-facing assets, subdomains, and IP ranges.
- Vulnerability detection and security posture assessment.
- Credential leak monitoring.
- Periodic reporting and risk alerts.

The Service is limited to external (non-intrusive) scanning of assets explicitly authorised by you. We do not perform penetration testing, social engineering, or internal network assessments unless separately agreed in writing.

3. Subscription and Billing

3.1 Fees

The Service is provided on a subscription basis at a fixed monthly fee as agreed in your service agreement or order form. All fees are exclusive of applicable taxes, which you are responsible for paying.

3.2 Payment Terms

Fees are billed monthly in advance. Payment is due upon receipt of invoice. Late payments may incur a 1.5% monthly interest charge on the outstanding balance and may result in service suspension.

3.3 No Long-Term Commitment

You may cancel your subscription at any time with 30 days’ written notice. Upon cancellation, the Service continues until the end of the current billing period. No partial refunds are provided for unused periods.

3.4 Price Changes

We may adjust pricing with 30 days’ written notice. Continued use of the Service after the price change takes effect constitutes acceptance of the new pricing.

4. Customer Obligations

4.1 Authorisation

You represent and warrant that you own or have obtained sufficient legal authorisation to scan and monitor all assets, domains, IP ranges, and infrastructure you submit to the Service. You must not submit assets you do not have explicit permission to scan.

4.2 Accurate Information

You agree to provide accurate, current, and complete information during registration and to keep this information up to date.

4.3 Prohibited Uses

You may not use the Service to:

- Scan, monitor, or probe assets without lawful authorisation.
- Violate any applicable law or regulation.
- Interfere with or disrupt the integrity or performance of the Service.
- Attempt to gain unauthorised access to our systems or other customers' data.

5. Intellectual Property

The Service, including its software, algorithms, reports, branding, and underlying technology, is the proprietary property of Exceed CyberSecurity. You receive a limited, non-exclusive, non-transferable right to use the Service during your subscription term. Reports generated for you are yours to use for your internal business purposes.

6. Confidentiality

Each party agrees to maintain the confidentiality of any non-public information disclosed by the other party in connection with the Service. Monitoring results, security findings, and vulnerability data are treated as confidential. This obligation survives termination of these Terms.

7. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEED CYBERSECURITY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

We do not warrant that:

- The Service will identify all vulnerabilities, exposures, or security issues.
- The Service will be uninterrupted or error-free.
- Scanning results are comprehensive or complete.

Security monitoring reduces risk but does not eliminate it. You remain responsible for your overall security posture.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.

OUR TOTAL LIABILITY FOR ANY CLAIM ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE TOTAL FEES PAID BY YOU IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Indemnification

You agree to indemnify and hold Exceed CyberSecurity harmless from any claims, damages, or expenses (including reasonable legal fees) arising from: (a) your breach of these Terms, (b) your use of the Service in violation of applicable law, or (c) your scanning of assets without proper authorisation.

10. Suspension and Termination

- You breach any material term of these Terms.
- Your payment is past due and remains unpaid after 14 days.
- You use the Service in a way that poses a security risk to us or other customers.

Upon termination, your access to the Service ceases. We will provide a final export of your monitoring

reports within a reasonable timeframe upon request.

11. Governing Law and Dispute Resolution

These Terms are governed by the laws of the Netherlands. Any disputes arising from these Terms shall first be resolved through good-faith negotiation. If negotiation fails, disputes shall be submitted to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

12. Changes to These Terms

We may modify these Terms at any time. Material changes will be communicated via email or a notice on our website at least 30 days before they take effect. Continued use of the Service after changes take effect constitutes acceptance of the modified Terms.

13. Contact

For questions about these Terms, contact us at:

Exceed CyberSecurity

Email: legal@exceedcybersecurity.com

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