

Rovyren Terms of Service

Gladiator Enterprises LLC, doing business as Rovyren
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Version 2026-10-14 | Prepared contract draft for attorney review. Not attorney approved. Purchases must remain paused until review, acceptance controls and payment delivery are complete.

1 Parties and purchased services

These Terms are between Gladiator Enterprises LLC, doing business as Rovyren (Rovyren, we, us) and the business identified in the accepted order (Customer, you). Our business mailing address is 77 Hurlbut St, Westwood, NJ 07675. Business, legal, privacy and cancellation notices may be sent to jim@rovyren.com. Assessment delivery and scheduling are handled at booking@rovyren.com. A representative accepting an order must be at least eighteen and authorized to bind the identified business; signing for a business does not create a personal payment guarantee.

An Order means the purchase record and any mutually accepted service order specifying the particular assessment or package, price, business, scope and dates. These Terms apply only to the services purchased under that Order. Buying an assessment does not enroll you in a package; buying a package does not purchase an assessment unless expressly included. Future separate purchases require their own accepted order and then-current terms.

2 Contract formation and precedence

An agreement forms when you affirmatively accept the displayed, identifiable version of the applicable terms and Order, authorize payment, and receive purchase confirmation after successful payment. An unchecked acceptance box and an affirmative purchase action are required. Browsing, silence, a marketing email or using the free check alone does not authorize a paid purchase or recurring charge.

The applicable Order, these Terms, the Cancellation and Refund Policy, and the Package Service Agreement for a purchased package form the agreement. A mutually signed change order expressly identifying an amended provision controls that provision. Otherwise the cancellation/refund policy controls cancellation and refunds, the package agreement controls package scope and billing, and these Terms control general issues. No standard form, service order or limitation overrides a nonwaivable legal right. Privacy notices describe data practices and do not expand the purchased service. Marketing claims expressly relied upon remain subject to applicable law.

We provide a retainable copy of the accepted terms and Order by email or account download. You may print or save them. A later website edit does not retroactively change an existing order. Records should identify the purchaser, authorized business, version, acceptance time and payment/order reference.

3 Free check and disruption calculator

The five-question check and disruption calculator are awareness and planning tools. They use information you supply and estimates, not verified security findings or a prediction of actual loss. Completing them creates no paid engagement, monitoring, emergency response, certification or obligation to buy. The free-check acknowledgment concerns scope and permitted use, not recurring billing or paid-service terms.

4 Paid assessment scope

The Rovyren 50-Question Business Security Assessment is a one-time \$399 USD purchase, plus tax disclosed before payment. It covers one identified business and includes a review of fifty responses, written findings with prioritized recommendations, and one remote findings call up to thirty minutes. Recommendations reflect supplied answers and expressly requested supporting information. The assessment is not a penetration test, technical audit, vulnerability scan, legal opinion, insurance certification, regulatory certification, CIS certification, installation or guarantee of prevention.

Answer based on safeguards in place today. Not sure and N/A responses may require reviewer clarification and make the preliminary score provisional. A score is an indicator, not proof of an operating safeguard. Do not submit passwords, security codes, private keys, full bank/card numbers, Social Security numbers, medical information or unrelated customer records. We may identify essential missing information but may not treat a permitted uncertain answer alone as an excuse to postpone findings.

5 Assessment access and deliverables

Paid questions are available only to the purchasing account after successful payment is verified. Access lasts fourteen consecutive calendar days from a usable access notice successfully sent to the purchase email. The notice shows expiration in Eastern time. A known bounced email, broken link or Rovyren-caused outage does not consume usable access time. One free seven-day extension may be requested before expiration for the same purchase.

One purchase permits one completed submission for the identified business. Drafts may be saved and edited before final submission. A final review screen precedes submission. A genuine correction through Rovyren does not require a second purchase; reassessment after material changes or another business does. Final submission authorizes the review work described in the refund policy and sends the completed assessment to the authorized Rovyren review process.

Access is normally supplied within fifteen minutes of confirmed payment and is due within two business days if an access problem occurs. Submission is checked for completeness within two business days. Written findings are expected within three to five business days and due within ten business days after a complete submission. At least two findings-call options are offered within ten business days after report delivery. If the call remains unheld forty-five calendar days after report delivery, its \$50 component is refunded within three business days unless you agree to a later appointment. A no-show is not a completed call.

Business days are Monday through Friday excluding US federal holidays, in America/New_York time. Information received after 5 pm Eastern is treated as received the next business day; Day 1 is the next business day. A necessary information pause requires a written explanation of the missing item, affected work and remaining deadline; unaffected work continues and the remaining time resumes rather than restarting.

6 Fees and payment authorization

Assessment charges are one-time. Monthly package charges begin at purchase and renew every month until canceled as set out in the package agreement. Before payment, checkout must disclose the selected package, initial service charge, one-time onboarding, applicable tax, later recurring amount, recurrence and cancellation route. The \$399 package discount is independent of buying an assessment and affects only the eligible first monthly service payment.

Payment information is collected by the payment provider, not in assessment answers. We may charge only amounts expressly authorized in an accepted order. Added users, locations, hardware, licenses and specialist work require separate written price/scope approval; possession of a saved payment method is not consent to an added charge. No fee is charged for submitting a cancellation or requesting a refund.

7 Customer cooperation and system authority

You retain responsibility for business decisions and for giving accurate scope, authorized access, an appropriate contact, and reasonable cooperation. Provide only access you are legally entitled to authorize. Remote access, deployment, testing, automated containment and backups require written scope and authorization, with maintenance windows and potentially disruptive actions identified. Credentials must use an agreed secure channel. Customer delay affects only documented dependent work and does not silently restart deadlines or waive refund rights.

An assessment order alone authorizes no scanning, access to a third-party system, installation or security change. Customer obligations do not excuse Rovyren from performing its accepted scope with reasonable professional care. We will identify known scope or prerequisite problems promptly rather than continuing to charge for undisclosed work.

8 Confidentiality and information handling

Each party protects the other party's nonpublic business, security and personal information with reasonable care, uses it only for the agreed service or lawful administration, and restricts disclosure to authorized people and necessary providers bound by appropriate confidentiality duties. These duties do not apply to information lawfully public, already known without duty, independently developed or lawfully received without restriction. Legally compelled disclosure is limited to what is required, with advance notice where lawful.

Rovyren remains responsible for its own work and its selected subcontractors' performance of that work. Our privacy policy explains provider use, retention, rights and security. Sensitive findings and answers must be shared only through approved channels. We do not sell assessment answers, use them to advertise to your customers, or submit them to an AI training service without a separate lawful basis and disclosure. Regulated data, data residency, industry-specific processing terms and additional security obligations require a written data-processing schedule before such data is provided.

If we learn of unauthorized access affecting customer information under our control, we investigate, take reasonable containment measures, notify the customer without undue delay after confirming the relevant facts, and provide updates and legally required notices. A preliminary notice need not contain facts not yet known. Neither this clause nor the absence of a detailed data-processing schedule reduces a duty imposed by law.

9 Ownership and permitted use

You retain ownership of your information and answers. Rovyren retains its preexisting questionnaires, methodology, software, templates and general know-how. Upon payment, you receive a nonexclusive internal-business license to the purchased findings and authorized assessment content. You may share your answers and purchased findings with employees, insurers, counsel and professional advisers for your business, subject to confidentiality. You may not resell the questionnaire, publish protected questions, distribute a paid access link to another business, or remove attribution from proprietary materials. Refunds may end access to refunded paid content but do not prevent lawful record retention or use of legal rights.

Third-party software is licensed by its vendor under disclosed terms. No vendor commitment or purchase may be made at your expense without advance approval of the amount and cancellation conditions. We may use general nonidentifying knowledge developed in performing services but not disclose your confidential facts or identifying examples without consent.

10 Standard of care and risk acknowledgment

Rovyren will perform the expressly purchased work with reasonable professional care and deliver the described outputs. Security services reduce risk but cannot assure that every attack, stolen payment, outage or loss will be prevented. A package payment does not mean safeguards are already installed or operating. No 24/7 security operations center, one-hour 24/7 incident response, legal advice, insurance coverage, ransom payment, recovery guarantee or regulatory certification is included unless separately and expressly contracted.

We are not responsible merely because an attack occurs, but remain responsible for a proven breach of our contractual or legal duties. Nothing in a risk acknowledgment releases fraud, gross negligence, willful misconduct, legally nonwaivable liability, or the obligation to provide paid deliverables and valid refunds.

11 Liability allocation subject to legal review

To the extent permitted by law, each party's aggregate liability arising from the affected Order for ordinary breach or ordinary negligence is limited to the greater of \$2,500 or the service fees paid or payable under that Order during the twelve months immediately preceding the event giving rise to the claim. Multiple related events constitute one claim for this cap; the cap does not reset with each theory of liability.

For breach of confidentiality or Rovyren's data-security duties, the proposed separate cap is the greater of \$10,000 or twice the same twelve-month service fees. Reasonable, proven direct restoration, containment and legally required notification costs caused by such a breach are not excluded merely because they concern data or an incident.

Subject to the exceptions below, neither party is liable for remote or consequential losses such as lost prospective profits or business opportunities, exemplary damages or punitive damages, except where the law requires those remedies. These provisions do not cap or exclude fraud, gross negligence, willful misconduct, bodily injury or death, statutory/nonwaivable rights and remedies, refund obligations, return of customer funds, or agreed unpaid charges. No party indemnifies the other for that other party's own negligence. These proposed limits require counsel and insurance review; no promise is made that a court will enforce them in every transaction.

12 Third party claims

Each party is responsible for third-party claims to the extent caused by its own unlawful conduct, unauthorized system access, or infringement through materials it supplies. This clause creates no blanket duty to reimburse the other party for its own errors or negligence. A party seeking reimbursement must give prompt notice, preserve evidence, permit a reasonable defense and cooperate. No settlement may admit fault, impose nonmonetary obligations or require payment by the other party without consent. Applicable liability limits and nonwaivable law govern; a specific broader indemnity requires a signed service order.

13 Suspension termination and circumstances beyond control

Rovyren may limit an affected service when reasonably necessary to address an immediate security threat, unauthorized use or unlawful access, and gives notice as soon as practicable. For an unpaid, undisputed amount, we give written notice and at least ten calendar days to resolve it before suspending, except where earlier action is legally required. A genuine billing dispute does not authorize disabling unrelated customer systems or withholding customer data as leverage.

A party affected by an event beyond its reasonable control must notify the other, mitigate and identify a realistic revised schedule. Ordinary staffing, preventable security failures and supplier problems do not automatically excuse every obligation. Customers may cancel materially undelivered work under the refund policy; an event does not convert unearned money into a nonrefundable fee.

14 Changes disputes and general provisions

Material scope changes require a written change order accepted before added charges. A proposed monthly price change requires at least thirty calendar days' notice before the affected renewal and a simple opportunity to cancel. A first-month discount ending as disclosed is not a later price change. Changes imposing a new commitment, reduced material rights or materially different service require affirmative acceptance; we do not infer it from silence.

New Jersey law governs, without using conflicts rules to take away mandatory protections applicable to a customer. Courts of competent jurisdiction in New Jersey may hear disputes, subject to any mandatory right to sue elsewhere and applicable small-claims rights. The parties may attempt good-faith resolution but it is not a required delay before seeking emergency relief, making a bank/regulator complaint or meeting a legal deadline. These Terms impose no mandatory arbitration, class-action waiver or shortened statutory claim period.

Invalid provisions are severed only as law allows without rewriting essential commercial terms or removing statutory protections. Failure to enforce once is not a continuing waiver. Neither party assigns an Order in a way that materially reduces the other's rights without consent, except a bona fide business transfer that assumes the obligations and gives notice. A customer purchase order does not amend this agreement unless expressly accepted. Electronic signatures and counterparts may be used with retainable records. The agreement survives only as needed for accrued charges, refunds, confidentiality, ownership, lawful records and disputes.