

Terms & Conditions

Framework terms for the business relationship between Mahoney IT Group USA LLC and its business customers.

Effective Date: April 19, 2026

1. Agreement and Scope

(a) These Terms & Conditions (the “Terms”) govern all business relationships between Mahoney IT Group USA LLC, Mizner Park, 433 Plaza Real, Suite 275, Boca Raton, FL 33432, USA (“Mahoney IT”) and its customers (“Customer”).

(b) These Terms apply exclusively to business customers. Mahoney IT does not enter into contracts with consumers. By engaging Mahoney IT, Customer represents that it is acting for business purposes.

(c) Any conflicting, deviating, or supplementary terms and conditions of Customer shall not become part of the agreement, even if Mahoney IT does not expressly object to them or performs services without reservation in knowledge of such terms.

(d) The version of these Terms in effect at the time of contract formation shall apply.

2. Services

(a) Mahoney IT provides cybersecurity services, IT services, and access to the Mahoney Control platform. The specific scope, deliverables, and commercial terms are set out in a separate Statement of Work (“SOW”), order form, or individual quote (each a “Service Schedule”) agreed between the parties.

(b) In the event of conflict between these Terms and a Service Schedule, the Service Schedule prevails.

(c) Unless expressly agreed otherwise in a Service Schedule, Mahoney IT’s obligation is to perform the agreed services with reasonable care and skill. Mahoney IT does not guarantee a specific outcome. This applies in particular to security-related services such as detection, response, assessments, and audit preparation.

(d) Mahoney IT may engage subcontractors to perform the services. Mahoney IT remains responsible for the acts and omissions of its subcontractors as if they were its own.

(e) Where the services involve processing of personal data of EU residents, the parties shall execute a separate Data Processing Agreement in accordance with Article 28 of the General Data Protection Regulation.

3. Fees and Payment

(a) Fees are set out in the applicable Service Schedule. All fees are stated net and exclusive of any applicable sales, use, value-added, or similar taxes, which shall be added where required by law.

(b) Invoices are payable within thirty (30) days of the invoice date in U.S. dollars, unless otherwise agreed in the Service Schedule.

(c) Undisputed amounts not paid when due shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, from the due date until paid in full. Mahoney IT reserves the right to recover reasonable costs of collection.

(d) Customer may not withhold, set off, or deduct any amounts owed to Mahoney IT except with respect to claims that are undisputed or finally adjudicated.

(e) If Customer disputes any portion of an invoice in good faith, Customer shall notify Mahoney IT in writing within fifteen (15) days of the invoice date, specifying the disputed amount and the basis for the dispute, and shall pay all undisputed amounts when due.

4. Acceptable Use

(a) Customer shall not use the services or the Mahoney Control platform (i) in violation of any applicable law or regulation, (ii) to infringe the intellectual property rights or privacy rights of any third party, (iii) to transmit or store malicious code, unlawful content, or material that violates the rights of others, or (iv) to attempt to gain unauthorized access to any system, network, or data.

(b) Customer shall not reverse engineer, decompile, or attempt to extract the source code of the Mahoney Control platform, except to the extent expressly permitted by applicable law notwithstanding this limitation.

(c) Customer is responsible for the acts and omissions of its personnel and authorized users accessing the services.

5. Intellectual Property

(a) Mahoney IT retains all right, title, and interest in and to the Mahoney Control platform, its underlying technology, and all intellectual property rights therein. These Terms do not transfer any ownership of Mahoney IT's intellectual property to Customer.

(b) During the term of the applicable Service Schedule, Mahoney IT grants Customer a non-exclusive, non-transferable, non-sublicensable right to use the Mahoney Control platform solely for Customer's internal business purposes and in accordance with these Terms.

(c) Customer retains all right, title, and interest in and to Customer's data and any materials Customer provides to Mahoney IT. Customer grants Mahoney IT a limited right to process such data and materials as necessary to perform the services.

(d) Mahoney IT may use aggregated and anonymized data derived from the services to operate, improve, and develop its services, provided such data cannot reasonably be used to identify Customer or its personnel.

6. Confidentiality

(a) Each party ("Receiving Party") shall keep confidential all non-public information disclosed by the other party ("Disclosing Party") in connection with the business relationship — including technical data, trade secrets, security information, configurations, pricing, and personal data — and shall use such information only for purposes permitted under the agreement.

(b) The confidentiality obligation does not apply to information that (i) was already publicly known or becomes publicly known without breach by the Receiving Party, (ii) was lawfully in the Receiving Party's possession prior to disclosure, (iii) is lawfully obtained from a third party without obligation of confidentiality, or (iv) is required to be disclosed by law or governmental authority, provided the Receiving Party gives reasonable prior notice where permitted.

(c) The confidentiality obligation survives termination of the business relationship for a period of three (3) years.

7. Disclaimer of Warranty

(a) Except as expressly stated in a Service Schedule, the services and the Mahoney Control platform are provided "AS IS" and "AS AVAILABLE." Mahoney IT disclaims all warranties, whether express, implied, statutory, or otherwise, including without limitation any implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any warranties arising from course of dealing or course of performance.

(b) Mahoney IT does not warrant that the services or the Mahoney Control platform will be uninterrupted, error-free, or that all threats or vulnerabilities will be detected or prevented. Cybersecurity risks cannot be eliminated and effective protection depends on Customer's own security practices, configurations, and personnel.

(c) Any service levels, response-time commitments, or service credits applicable to a particular engagement are set out exclusively in the applicable Service Schedule.

8. Limitation of Liability

(a) To the maximum extent permitted by applicable law, neither party shall be liable to the other for any indirect, incidental, special, consequential, exemplary, or punitive damages, including without limitation loss of profits, loss of revenue, loss of business, loss of data, or loss of goodwill, even if advised of the possibility of such damages.

(b) Subject to Section 8(c), each party's aggregate liability arising out of or relating to the agreement shall not exceed the total fees paid or payable by Customer to Mahoney IT under the applicable Service Schedule during the twelve (12) months immediately preceding the event giving rise to the claim.

(c) The limitations in Sections 8(a) and 8(b) do not apply to (i) either party's indemnification obligations under Section 9, (ii) Customer's payment obligations, (iii) either party's breach of confidentiality obligations under Section 6, (iv) a party's gross negligence, willful misconduct, or fraud, or (v) liabilities that cannot be limited or excluded under applicable law.

(d) The parties acknowledge that the fees reflect the allocation of risk set out in these Terms and that these limitations form an essential basis of the bargain between them.

9. Indemnification

(a) Mahoney IT shall defend, indemnify, and hold harmless Customer from and against any third-party claim alleging that the Mahoney Control platform, as provided by Mahoney IT and used by Customer in accordance with these Terms, infringes any valid U.S. patent, copyright, or trademark, and shall pay any damages finally awarded or agreed in settlement with respect to such claim.

(b) Customer shall defend, indemnify, and hold harmless Mahoney IT from and against any third-party claim arising from (i) Customer's use of the services or the Mahoney Control platform in breach of these Terms or applicable law, (ii) Customer's data or materials infringing the rights of any third party, or (iii) Customer's violation of Section 4 (Acceptable Use).

(c) The indemnified party shall promptly notify the indemnifying party of any claim, permit the indemnifying party to control the defense and settlement, and provide reasonable cooperation at the indemnifying party's expense.

10. Term and Termination

(a) The term, renewal, and notice periods for each engagement are set out in the applicable Service Schedule.

(b) Either party may terminate the agreement for cause upon written notice if the other party (i) materially breaches these Terms and fails to cure such breach within thirty (30) days after receipt of written notice of the breach, or (ii) becomes insolvent, files a petition in bankruptcy, or makes a general assignment for the benefit of creditors.

(c) Mahoney IT may suspend services upon written notice if Customer fails to pay undisputed amounts when due and does not cure such failure within fifteen (15) days after receipt of notice, or if Customer uses the services in a manner that violates Section 4 (Acceptable Use) and such use creates a risk to Mahoney IT, its other customers, or third parties.

(d) Upon termination, Customer shall pay all fees accrued through the effective date of termination. Sections that by their nature should survive termination — including Sections 3, 5, 6, 7, 8, 9, 11, 13, and 14 — shall survive.

11. Governing Law and Venue

(a) These Terms and any dispute arising out of or relating to them or the services shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles.

(b) The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

(c) The parties submit to the exclusive jurisdiction and venue of the state and federal courts located in Palm Beach County, Florida, for any dispute arising out of or relating to these Terms, and waive any objection to such venue on grounds of inconvenient forum.

(d) EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THESE TERMS.

12. Changes to Terms

(a) Mahoney IT may update these Terms from time to time to reflect changes in applicable law, new service offerings, or operational requirements. Updates will be posted on the website with a revised effective date.

(b) For engagements in effect at the time of an update, the Terms in force at the time of contract formation continue to apply unless the parties expressly agree to the updated version.

13. Master Services Agreement Precedence

(a) If you enter into a Master Services Agreement (“MSA”) with Mahoney IT covering specific services, the MSA — together with any exhibits, schedules, or addenda separately executed as part of it (including, where required by applicable data protection law, a Data Processing Addendum (“DPA”)) — shall govern the provision of those services and shall supersede these Terms to the extent of any conflict.

(b) These Terms continue to govern your use of the Site and any services not covered by an MSA.

(c) For the avoidance of doubt, processing of Personal Information in connection with services under an MSA is governed by the DPA; our Privacy Policy describes information collected through this Site and does not constitute a privacy notice for services delivered under an MSA.

14. General Provisions

(a) Entire Agreement. These Terms, together with the applicable Service Schedule and any documents referenced therein, constitute the entire agreement between the parties with respect to the subject matter and supersede all prior or contemporaneous agreements, representations, and understandings, whether written or oral.

(b) Severability. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect, and the invalid or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

(c) No Waiver. A party’s failure to enforce any provision of these Terms shall not constitute a waiver of that provision or of any other provision.

(d) Assignment. Neither party may assign these Terms without the prior written consent of the other party, except that either party may assign these Terms to a successor in connection with a merger, acquisition, or sale of substantially all of its assets upon written notice to the other party.

(e) Force Majeure. Neither party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, civil unrest, governmental action, labor disputes, or failures of third-party telecommunications or utility providers, provided the affected party gives prompt notice and uses reasonable efforts to resume performance.

(f) Notices. All legal notices under these Terms shall be in writing and delivered to the registered address of the receiving party, with a copy by email to the address designated in the Service Schedule. Notices are effective upon receipt.

(g) Amendments. No amendment or modification of these Terms is binding unless made in writing and signed by authorized representatives of both parties, or expressly agreed through an updated Service Schedule.

(h) Independent Contractors. The parties are independent contractors. These Terms do not create any partnership, joint venture, agency, or employment relationship between them.

Notice: Our services are directed exclusively to business customers. We do not enter into contracts with consumers. For questions about a specific engagement, please contact info@mahoney-it.com.