

LEGAL DOCUMENT

Terms of Service

Globe-America Consulting, Inc. · globe-america.com

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1. Acceptance of Terms

By accessing globe-america.com, using any tools or resources available on the site, or engaging Globe-America Consulting, Inc. for consulting services, you agree to be bound by these Terms of Service ("Terms"). If you do not agree, do not use our website or services. These Terms apply to all visitors, users, clients, and other parties who access or use our services.

2. Description of Services

Globe-America Consulting, Inc. provides cybersecurity compliance advisory services for defense contractors and government-adjacent businesses, including CMMC readiness consulting, GRC advisory, gap analysis, System Security Plan (SSP) development, POA&M; management, SPRS scoring support, and related compliance services. We also provide online compliance tools accessible through our website. Services are described in executed Statements of Work or service agreements, which govern the specific terms of each engagement.

3. Consulting Engagements

Formal consulting engagements are governed by a written Statement of Work (SOW) or service agreement executed between Globe-America Consulting, Inc. and the client. In the event of a conflict between these Terms and an executed SOW, the SOW controls. Consultations, including paid discovery sessions, are subject to the terms confirmed at time of booking.

- Consultation fees are non-refundable after the session has been conducted.
 - Prepaid consultation fees are applied as credits toward engagement fees when a formal engagement is initiated within 90 days of the consultation.
 - Globe-America does not guarantee specific compliance outcomes. CMMC certification is issued by accredited C3PAOs or DCSA, not by Globe-America.
 - Client responsibilities, including providing accurate information and timely access to required documentation, are a material condition of service delivery.
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4. Online Tools and Resources

Globe-America provides free and paid online compliance tools through its website. Use of these tools is subject to these Terms and any additional terms presented at the point of access. Tools are provided for informational and self-assessment purposes and do not constitute legal, regulatory, or certified compliance determinations.

- Free tools (C3 Kit, ROI Calculator, Assessment Checklist, Subcontractor Scorecard) are available without registration.
 - Paid tools require purchase or engagement and are accessed via access codes provided upon payment confirmation.
 - Access codes are non-transferable and may not be shared outside your organization.
 - Tool outputs are informational. Organizations must conduct formal assessments and submit SPRS scores through official DoD channels (piee.eb.mil).
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5. Intellectual Property

All content on globe-america.com, including text, graphics, tools, frameworks, methodologies, and the G.A.R.D.™ Framework, is the intellectual property of Globe-America Consulting, Inc. and is protected by applicable copyright and trademark law. The G.A.R.D.™ Framework and associated methodology documentation may not be reproduced, distributed, or adapted without written authorization. Limited personal, non-commercial use of website content for reference purposes is permitted, provided attribution is maintained.

6. Payment Terms

- Fees for consultations and tools are charged at the rates posted on the website at time of purchase.
 - Payment is processed through Stripe. By completing a purchase, you agree to Stripe's Terms of Service.
 - Formal engagement fees are governed by the payment schedule in the executed SOW. Invoices are due within the terms specified.
 - Globe-America reserves the right to suspend services on accounts with overdue balances.
 - All fees are in U.S. dollars. Taxes, if applicable, are the responsibility of the client.
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7. Confidentiality

We treat all client business information as confidential. We do not share client information with third parties except as required to deliver contracted services or as required by law. Clients are encouraged to execute a mutual Non-Disclosure Agreement (NDA) prior to sharing sensitive organizational information. We do not request or process Controlled Unclassified Information (CUI) in the ordinary course of our advisory services.

8. Disclaimer of Warranties

OUR WEBSITE, TOOLS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. GLOBE-AMERICA CONSULTING, INC. DOES NOT WARRANT THAT ITS SERVICES WILL RESULT IN CMMC CERTIFICATION OR ANY SPECIFIC COMPLIANCE OUTCOME. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR SUITABILITY OF ANY INFORMATION PROVIDED THROUGH OUR WEBSITE OR TOOLS FOR YOUR SPECIFIC SITUATION.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GLOBE-AMERICA CONSULTING, INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF OUR WEBSITE, TOOLS, OR SERVICES, INCLUDING DAMAGES RELATED TO LOSS OF CONTRACT AWARDS, BUSINESS OPPORTUNITIES, OR COMPLIANCE FAILURES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE FEES PAID FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM IN THE THREE (3) MONTHS PRECEDING THE CLAIM.

10. Governing Law and Disputes

These Terms are governed by the laws of the State of Texas, without regard to conflict of law principles. Any dispute arising from these Terms or our services shall first be addressed through good-faith negotiation. If unresolved, disputes shall be submitted to binding arbitration in Tarrant County, Texas, under the rules of the American Arbitration Association, except that either party may seek injunctive relief in a court of competent jurisdiction.

11. Changes to Terms

We reserve the right to modify these Terms at any time. Changes become effective upon posting to globe-america.com with an updated effective date. Continued use of our website or services after a modification constitutes acceptance of the revised Terms.

12. Contact

Globe-America Consulting, Inc.

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These Terms of Service do not constitute legal advice. Organizations with specific legal questions regarding government contracting compliance should consult qualified legal counsel.