CMMCSync Terms of Use

Effective Date: December 4, 2024

These Terms of Use ("Terms") govern your access to and use of CMMCSync (the "Service"), a CMMC compliance tracking platform operated by HanumanLabs, LLC ("Company", "we", "us", or "our"). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, do not use the Service.

1. Acceptance of Terms

By creating an account, accessing, or using CMMCSync, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms.

2. Description of Service

CMMCSync is a Software-as-a-Service (SaaS) platform designed to help government contracting businesses track, manage, and maintain CMMC compliance. The Service includes but is not limited to:

- Compliance tracking and assessment workflows
- Evidence management and documentation storage
- Policy generation and customization tools
- Reporting and analytics features

3. Artificial Intelligence and Third-Party Processing

3.1 Use of AI Services

CMMCSync utilizes third-party artificial intelligence and large language model (AI/LLM) services, including but not limited to Claude (Anthropic), ChatGPT (OpenAI), and Google Gemini, to provide enhanced features such as policy generation, compliance recommendations, and intelligent document analysis. By using the Service, you expressly consent to your data being processed by these third-party AI providers.

3.2 Federal Enclave and FedRAMP Disclaimer

IMPORTANT: AI providers used by CMMCSync operate in commercial cloud environments and are not FedRAMP High, GCC High, or IL4/IL5 compliant. By using AI-powered features, you acknowledge that your data may be processed in non-government environments. For customers requiring federal enclave-level compliance or DoD Impact Level classifications, AI features should remain disabled. CMMCSync makes no representations that AI processing meets government cloud requirements.

3.3 Data Sent to AI Providers

When you use AI-powered features, the following types of information may be transmitted to third-party AI providers:

- Compliance documentation and policies you upload or create
- Assessment responses and compliance evidence descriptions
- Company information necessary for context (e.g., organization name, industry)
- Queries and prompts you submit to AI-powered features

3.4 No Guarantees for AI-Generated Content

AI-generated content, including policies, recommendations, and analysis, is provided "as is" without warranties of any kind. We do not guarantee the accuracy, completeness, reliability, or suitability of AI-generated content for your specific compliance needs. You are solely responsible for reviewing, validating, and customizing all AI-generated content before use in your compliance program. AI-generated content should be treated as a starting point or suggestion, not as legal or compliance advice. CMMCSync is not a substitute for professional legal, compliance, or cybersecurity consultation.

3.5 Your Responsibility

You acknowledge and agree that: (a) you are responsible for ensuring any AI-generated content meets your organization's specific requirements; (b) you will not rely solely on AI-generated content for compliance decisions; (c) you will seek appropriate professional advice where necessary; and (d) you understand that AI systems may produce errors or inappropriate suggestions.

4. Controlled Unclassified Information (CUI) and Sensitive Data

CMMCSync is designed for general compliance management and is not intended to serve as a repository for Controlled Unclassified Information (CUI) as defined by NIST SP 800-171 or Executive Order 13556. Users are solely responsible for ensuring that any data uploaded complies with applicable Department of Defense (DoD), NIST 800-171, DFARS, and federal information handling requirements. If you upload CUI or other regulated data, you acknowledge that you do so at your own risk and that CMMCSync does not provide CUI-compliant infrastructure or handling procedures unless explicitly stated in a separate Data Processing Agreement.

5. User Accounts and Registration

To access certain features of the Service, you must create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information
- Maintain the security and confidentiality of your account credentials
- Notify us immediately of any unauthorized access or security breach
- Accept responsibility for all activities that occur under your account

6. Acceptable Use Policy

You agree not to:

- Use the Service for any unlawful purpose or in violation of any applicable laws
- Attempt to gain unauthorized access to the Service, other accounts, or systems
- Interfere with or disrupt the Service or servers connected to the Service
- Upload or transmit viruses, malware, or other harmful code
- Reverse engineer, decompile, or disassemble any portion of the Service
- Use the Service to store or transmit infringing, libelous, or otherwise unlawful material
- Resell, sublicense, or share your account access with unauthorized parties

7. Intellectual Property Rights

7.1 Company Property

The Service, including all software, code, designs, text, graphics, logos, and other content (excluding User Content), is owned by the Company and is protected by copyright, trademark, and other intellectual property laws. You are granted a limited, non-exclusive, non-transferable license to access and use the Service for your internal business purposes only.

7.2 User Content

You retain all ownership rights to the content you upload, submit, or create through the Service ("User Content"). By uploading User Content, you grant the Company a worldwide, non-exclusive, royalty-free license to use, store, reproduce, modify, and process your User Content solely for the purpose of providing and improving the Service, including processing by third-party AI providers as described in Section 3.

7.3 Feedback

If you provide feedback, suggestions, or ideas about the Service, you grant the Company an unrestricted, perpetual, irrevocable right to use such feedback without compensation or attribution.

8. Data Ownership and Security

You retain ownership of all data you submit to the Service. We store data in secure cloud infrastructure located in the United States. We implement industry-standard security measures to protect your data, but you acknowledge that no system is completely secure. We are not responsible for unauthorized access resulting from circumstances beyond our reasonable control. You are responsible for maintaining appropriate security measures for any data you download or export from the Service.

9. Service Availability and Uptime

We do not guarantee continuous, uninterrupted, or error-free operation of the Service. The Service may be unavailable during scheduled maintenance windows, emergency maintenance, or due to third-party provider outages (including but not limited to cloud infrastructure, AI services, or network providers). We will make reasonable efforts to notify users of planned maintenance but are not obligated to provide advance notice for emergency maintenance or third-party outages.

10. Payment Terms

Certain features of the Service may require payment of fees. All fees are due in accordance with the billing terms presented to you at the time of purchase. You agree to pay all applicable fees and authorize us to charge your chosen payment method. Fees are non-refundable except as required by law or as expressly stated in these Terms. We reserve the right to modify our fees with thirty (30) days' notice for subscription plans, except that lifetime deal purchases are honored at the original terms.

11. Term and Termination

11.1 Term

These Terms commence when you first access the Service and continue until terminated by either party.

11.2 Termination by You

You may terminate your account at any time by following the account closure process in the Service settings or by contacting us at Hemant@ibLaunch.com. Upon termination, you will lose access to the Service. You may request a data export within thirty (30) days of account closure, after which your User Content may be permanently deleted in accordance with our data retention policies.

11.3 Termination by Us

We may suspend or terminate your access to the Service immediately, without prior notice, if: (a) you violate these Terms; (b) your account remains inactive for an extended period; (c) we are required to do so by law; or (d) we cease operating the Service. We will provide reasonable notice where practicable.

11.4 Effect of Termination

Upon termination: (a) your right to use the Service immediately ceases; (b) we may delete your User Content in accordance with our data retention policies; and (c) provisions of these Terms that by their nature should survive termination will remain in effect, including Sections 3 (AI Processing), 4 (CUI), 7 (Intellectual Property), 12 (Disclaimers), 13 (Limitation of Liability), and 16 (Dispute Resolution).

12. Disclaimers and Warranties

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT: (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (B) THE RESULTS FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (C) ANY AI-GENERATED CONTENT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR YOUR PURPOSES; (D) ANY DEFECTS WILL BE CORRECTED; OR (E) THE SERVICE WILL BE AVAILABLE AT ALL TIMES. THE SERVICE IS NOT A SUBSTITUTE FOR PROFESSIONAL COMPLIANCE, LEGAL, OR CYBERSECURITY ADVICE. YOU ACKNOWLEDGE THAT USE OF THE SERVICE DOES NOT GUARANTEE CMMC CERTIFICATION OR COMPLIANCE WITH ANY STANDARD.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING AI PROVIDERS; (C) ANY CONTENT OBTAINED FROM THE SERVICE, INCLUDING AI-GENERATED CONTENT; (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT; (E) FAILURE TO ACHIEVE OR MAINTAIN CMMC CERTIFICATION; OR (F) SERVICE OUTAGES OR UNAVAILABILITY. OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR ONE HUNDRED DOLLARS ($100), WHICHEVER IS GREATER.

14. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, contractors, and agents from and against any claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or in any way connected with: (a) your access to or use of the Service; (b) your User Content; (c) your violation of these Terms; (d) your violation of any rights of another party; or (e) your upload or storage of CUI or other regulated data.

15. Modifications to the Service and Terms

We reserve the right to modify or discontinue the Service (or any part thereof) at any time, with or without notice. We may also modify these Terms at any time by posting updated Terms on our website. Material changes will be notified via email or through the Service at least thirty (30) days before taking effect. Your continued use of the Service after the effective date of modified Terms constitutes your acceptance of the changes. If you do not agree to the modified Terms, you must stop using the Service.

16. Dispute Resolution and Governing Law

16.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, United States, without regard to its conflict of law provisions.

16.2 Dispute Resolution

Any dispute arising from or relating to these Terms or the Service shall be resolved through good faith negotiation. If negotiation fails, disputes shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, except that either party may seek injunctive relief in court for intellectual property violations or breaches of confidentiality obligations.

16.3 Class Action Waiver

You agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. You expressly waive the right to participate in class actions or class arbitration proceedings.

17. General Provisions

17.1 Entire Agreement

These Terms, together with our Privacy Policy, constitute the entire agreement between you and the Company regarding the Service and supersede all prior agreements and understandings.

17.2 Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

17.3 No Waiver

Our failure to enforce any right or provision of these Terms will not constitute a waiver of that right or provision.

17.4 Assignment

You may not assign or transfer these Terms or your account without our prior written consent. We may assign these Terms without restriction.

17.5 Export Compliance

You agree to comply with all applicable export control laws and regulations in your use of the Service.

18. Contact Information

If you have any questions about these Terms, please contact us at:

HanumanLabs, LLC

43756 Welty Ct, Ashburn, VA 20147

Email: Hemant@ibLaunch.com

Website: www.HanumanLabs.ai

Product Website: www.CMMCSync.ai

BY USING CMMCSYNC, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE.