

TERMS AND CONDITIONS

Acquisition & Reason L.L.C. | **FraudScorer™** | Effective Date: Jan 1, 2026

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING OUR SERVICE. BY ACCESSING OR USING FRAUDSCORER, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING TERMS AND CONDITIONS, DO NOT ACCESS OR USE THE SERVICE.

1. INTRODUCTION & ACCEPTANCE OF TERMS

These Terms and Conditions (hereinafter "Terms," "Agreement," or "Terms and Conditions") constitute a legally binding agreement made between you, whether personally or on behalf of an entity (hereinafter "you," "your," or "User"), and **Acquisition & Reason LLC**, a limited liability company organized and existing under the laws of the State of Texas, with its principal place of business in Palestine, Texas (hereinafter "Company," "we," "us," or "our"), concerning your access to and use of the FraudScorer website located at www.fraudscorer.com and the Audit Assist Tool software-as-a-service platform (collectively, the "Service").

By accessing, downloading, installing, activating, or otherwise using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions in their entirety. Your acceptance of these Terms is a condition precedent to your use of the Service. If you are entering into this Agreement on behalf of a company, organization, or other legal entity, you represent and warrant that you have the authority to bind such entity to these Terms, and all references to "you" shall refer to such entity.

If you do not agree with any provision of these Terms and Conditions, you must immediately cease all use of the Service and uninstall any components of the Audit Assist Tool from your systems. Access to or use of the Service following the posting of any modifications to these Terms constitutes your acceptance of those modifications.

2. DEFINITIONS

For the purposes of these Terms and Conditions, the following definitions shall apply:

"Company" means Acquisition & Reason LLC, a Texas limited liability company, its successors, assigns, affiliates, officers, directors, employees, and agents.

"Service" means all products, platforms, software, tools, features, content, and services made available by the Company through the FraudScorer website (www.fraudscorer.com) and the Audit Assist Tool, whether accessed through a web interface, API, downloadable software, or any other method.

"Audit Assist Tool" means the Company's proprietary audit and fraud-scoring software product delivered as a Docker container image, enabling Users to perform fraud scoring, audit assistance, and related analytical functions within their own computing environment. The Audit Assist Tool is the primary software-as-a-service product offered by the Company under the FraudScorer brand.

"User" means any individual or entity that accesses, registers for, or uses any component of the Service, including but not limited to employees, contractors, or authorized representatives of a subscribing organization.

"Account" means the registered profile and associated credentials created by or on behalf of a User to access and manage the Service, including subscription settings, billing information, and license management.

"Docker" means the containerization platform and associated software developed and maintained by Docker, Inc., a third-party entity unaffiliated with Acquisition & Reason LLC.

Docker provides the container runtime environment necessary to deploy and operate the Audit Assist Tool on User's infrastructure.

"Subscription" means the recurring, fee-based license arrangement under which a User is granted the right to access and use the Service for the applicable Subscription term, subject to timely payment of all applicable fees and compliance with these Terms.

"Personal Data" means any information that identifies or could reasonably identify a natural person, including but not limited to name, email address, company name, billing address, payment information, and similar account-related information collected by the Company in connection with the provision of the Service.

"Usage Data" means non-content technical and operational data generated by your use of the Service, including but not limited to session activity logs, feature interaction data, license utilization metrics, access timestamps, and system performance indicators collected by the Company for license compliance, service improvement, and operational monitoring purposes. Usage Data does not include client audit data, transactional records, or any data processed by the Audit Assist Tool within the User's own environment.

3. DESCRIPTION OF SERVICES

The Company provides the **Audit Assist Tool**, a fraud-scoring and audit assistance software-as-a-service platform delivered to Users in the form of a Docker container image. Upon obtaining a valid Subscription and completing the required account registration process, Users are authorized to download the Audit Assist Tool's Docker image from the Company's distribution platform and deploy it within their own computing infrastructure.

Client-Side Deployment Architecture. The Audit Assist Tool is specifically engineered as a client-side deployment solution. The software executes entirely within the User's own infrastructure, servers, or computing environment. As a direct consequence of this architecture, **all audit data, transactional records, client data, and any other information processed by the Audit Assist Tool resides exclusively on the User's own infrastructure and does not leave the User's environment.** The Company does not host,

transmit, receive, store, access, or otherwise process any data that Users input into, or that is generated by, the Audit Assist Tool during its operation within the User's environment.

The Company is solely responsible for the development, maintenance, and distribution of the Audit Assist Tool's Docker image, along with associated account management infrastructure, licensing systems, and support services. The Service does not include the provision of Docker software, which is a separate, third-party product that Users must independently obtain as further described in Section 5 of these Terms.

The Company reserves the right to modify, update, enhance, or discontinue any feature or component of the Service at any time, with or without prior notice, provided that material changes to core functionality shall be communicated to Users in accordance with Section 16 of these Terms.

4. ACCOUNT REGISTRATION & ELIGIBILITY

4.1 Eligibility Requirements

To register for and use the Service, you must: (a) be at least eighteen (18) years of age; (b) use the Service solely for lawful business or professional purposes; (c) have the legal authority to enter into a binding contract; and (d) not be barred from receiving the Service under applicable law. The Service is intended for business use only and is not designed or offered for personal, household, or consumer use.

4.2 Account Registration

Access to the Service requires the creation of an Account. You agree to provide accurate, current, and complete information during the registration process, and to update such information promptly as necessary to maintain its accuracy. You may not use false identities, impersonate any person or entity, or misrepresent your affiliation with any organization when registering for or using the Service.

4.3 Account Security

You are solely responsible for maintaining the confidentiality and security of your Account credentials, including your username and password. You agree to notify the Company

immediately at www.fraudscorer.com upon becoming aware of any unauthorized access to or use of your Account. The Company shall not be liable for any loss or damage arising from your failure to maintain adequate account security.

4.4 One Account Per Entity

Only one Account may be registered per legal entity or organization. The creation of multiple Accounts for the same entity without the Company's express written consent is prohibited and may result in immediate suspension or termination of all associated Accounts.

4.5 Suspension and Termination by Company

The Company reserves the right, in its sole discretion, to suspend, restrict, or terminate any Account, with or without notice, in the event of a suspected or confirmed violation of these Terms, non-payment of applicable fees, fraudulent activity, or any conduct that the Company determines may harm the Service, other Users, or third parties. The Company's exercise of this right shall not constitute a waiver of any other remedy available at law or in equity.

5. DOCKER DEPLOYMENT & THIRD-PARTY SOFTWARE

5.1 Docker as a Prerequisite

The Audit Assist Tool is delivered exclusively as a Docker container image and requires a compatible Docker runtime environment to operate. Docker software is a mandatory prerequisite for use of the Audit Assist Tool. Users must independently download, install, and maintain an appropriate version of Docker on their own systems prior to deploying the Audit Assist Tool. Docker software is not included as part of the Service and is not provided, licensed, or warranted by the Company in any manner.

5.2 No Affiliation with Docker, Inc.

Acquisition & Reason LLC is not affiliated, associated, authorized, endorsed by, or in any way officially connected with Docker, Inc., or any of its subsidiaries or affiliates. The use of the Docker name and any related marks is for descriptive purposes only. The Company makes no representations or warranties regarding Docker software, its availability, functionality, security, performance, or compatibility with any particular system configuration.

5.3 User Responsibility for Docker Environment

Users are solely responsible for: (a) obtaining and complying with Docker's terms of service, end-user license agreement, and any other applicable terms imposed by Docker, Inc.; (b) ensuring that their Docker installation is properly configured, up to date, and maintained in a secure and functional state; (c) all costs associated with obtaining and operating Docker; (d) any data practices or data exposures arising from Docker's software or platform; and (e) any changes to Docker's software that may affect the functionality or compatibility of the Audit Assist Tool.

5.4 Limitation of Liability for Third-Party Software

The Company expressly disclaims all liability for any loss, damage, disruption, security incident, or harm of any kind arising from the use of, inability to use, or malfunction of Docker software or any other third-party software required or recommended in connection with the Service.

6. SUBSCRIPTION PLANS & PAYMENT TERMS

6.1 Subscription-Based Access

Access to the Service is provided on a subscription basis. The specific features, usage limits, and pricing applicable to your Subscription are determined by the plan selected at the time of registration or as subsequently modified through your Account. All Subscription plans are subject to the terms set forth in this Section and in any applicable order form or plan description made available by the Company.

6.2 Billing Cycles and Auto-Renewal

Subscriptions are billed on a recurring basis according to the billing cycle associated with your selected plan (monthly or annual, as applicable). Your Subscription will automatically renew at the end of each billing cycle unless you cancel it prior to the renewal date through your Account settings or by contacting the Company at www.fraudscorer.com. By subscribing, you authorize the Company to charge your designated payment method for the applicable Subscription fees at the start of each billing cycle without further authorization from you.

6.3 Payment Obligations

All fees are due and payable in advance of each billing cycle. You agree to provide accurate and complete payment information and to promptly update such information as necessary. If payment is not received when due, the Company reserves the right to suspend or terminate your access to the Service. In the event of a failed payment, the Company may attempt to retry the charge using the payment method on file. You are responsible for any and all bank charges, currency conversion fees, or other fees imposed by your payment provider in connection with your Subscription.

6.4 Refund Policy

ALL SUBSCRIPTION FEES ARE NON-REFUNDABLE. Once a billing cycle has commenced, no refunds, credits, or prorated amounts will be issued for partial use, cancellation, or unused portions of the Subscription period. Exceptions to this policy may be made solely at the Company's discretion and will not establish any precedent or obligation for future refunds.

6.5 Price Changes

The Company reserves the right to modify Subscription pricing at any time. The Company will provide at least thirty (30) days' advance written notice of any price increase, delivered via email to the address associated with your Account or via a prominent notice on the Company's website. Your continued use of the Service following the effective date of a price change constitutes your acceptance of the new pricing. If you do not accept the new pricing, you must cancel your Subscription before the new pricing takes effect.

6.6 Taxes

All Subscription fees are exclusive of applicable taxes unless otherwise stated. You are responsible for paying all taxes, levies, duties, and similar governmental assessments of any nature, including but not limited to sales taxes, use taxes, value-added taxes (VAT), and similar charges imposed by any governmental authority in connection with your Subscription. Canadian Users may be subject to applicable Goods and Services Tax (GST), Harmonized Sales Tax (HST), or Quebec Sales Tax (QST) as required by federal and provincial law. The Company will collect and remit such taxes as required by applicable law.

7. ACCEPTABLE USE POLICY

As a condition of your access to and use of the Service, you agree that you will use the Service only for lawful purposes and in accordance with these Terms. The following activities are strictly prohibited:

Reverse Engineering. Decompiling, disassembling, reverse engineering, or attempting to derive the source code, underlying algorithms, models, or architecture of the Audit Assist Tool or any other component of the Service, whether in whole or in part.

Unauthorized Access. Attempting to gain unauthorized access to any portion of the Service, any other systems or networks connected to the Service, or any Company servers or infrastructure, through hacking, password mining, or any other means.

Unauthorized Resale or Distribution. Reselling, sublicensing, distributing, or otherwise making the Service or the Audit Assist Tool available to third parties without the Company's prior express written consent, including but not limited to white-labeling or incorporating the Service into a competing product.

Illegal Use. Using the Service for any purpose that is unlawful, fraudulent, harmful, or violates any applicable local, state, national, or international law or regulation, including but not limited to laws governing data privacy, export control, intellectual property, and financial services.

Model or Software Extraction. Attempting to extract, copy, reproduce, or replicate the underlying fraud-scoring models, machine learning algorithms, decision logic, scoring weights, proprietary software components, or any other intellectual property embedded in or accessible through the Audit Assist Tool.

Circumventing Usage Monitoring. Attempting to interfere with, disable, circumvent, or tamper with the Company's usage monitoring, license enforcement mechanisms, telemetry systems, or any technical measures designed to enforce the terms of your Subscription or license.

Harmful Conduct. Uploading, transmitting, or otherwise introducing any virus, malware, ransomware, Trojan horse, or other harmful code into the Service; engaging in any activity that places an unreasonable burden on the Service's infrastructure; or otherwise interfering with the proper functioning of the Service.

Violation of this Acceptable Use Policy may result in immediate suspension or termination of your Account, forfeiture of any prepaid Subscription fees, and pursuit of all available legal remedies, including injunctive relief and monetary damages.

8. USAGE MONITORING

8.1 Scope of Monitoring

The Company employs usage monitoring mechanisms to track and analyze how the Service is accessed and used. Such monitoring is limited to Usage Data, as defined in Section 2(i) of these Terms, and includes feature usage patterns, session activity, license utilization metrics, and license compliance data. The purpose of usage monitoring is to enforce license terms, detect potential misuse or unauthorized access, improve the Service, and ensure equitable and compliant use of the Service across all Users.

8.2 No Access to Client Audit Data

The Company's usage monitoring systems do not access, collect, transmit, or analyze any data that Users process within their deployment of the Audit Assist Tool. As set forth in Section 3 of these Terms, all audit data, transactional records, and other data processed by the Audit Assist Tool within the User's own environment remain exclusively within the User's infrastructure. The Company has no technical capability to access such data, and the Service is not designed to transmit such data to the Company or any third party.

8.3 User Acknowledgment

By using the Service, you acknowledge and consent to the Company's collection and processing of Usage Data as described in this Section and in Section 11 (Privacy & Data Protection) of these Terms. You agree not to interfere with or attempt to circumvent the Company's usage monitoring mechanisms.

9. INTELLECTUAL PROPERTY

9.1 Company Ownership

The Service, including but not limited to the Audit Assist Tool, its Docker container image, all underlying software, source code, object code, algorithms, fraud-scoring models, machine learning components, databases, interfaces, designs, graphics, documentation, trademarks, service marks, trade names, logos, and all other proprietary content associated with FraudScorer or Acquisition & Reason LLC, are and shall remain the exclusive property of Acquisition & Reason LLC and its licensors. All rights, title, and interest in and to the foregoing are reserved by the Company.

9.2 Limited License Grant

Subject to your compliance with these Terms and timely payment of all applicable Subscription fees, the Company hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Audit Assist Tool solely for your internal business purposes during the applicable Subscription term. This license does not include any right to: (a) modify, adapt, or create derivative works of the Service; (b) reproduce or distribute any component of the Service; (c) use the Service for the benefit of any third party; or (d) use any of the Company's trademarks, logos, or branding without prior written consent.

9.3 User Data Ownership

You retain full ownership of all data, content, and information that you create, process, or analyze using the Audit Assist Tool within your own environment. By using the Service, you do not grant the Company any ownership interest in your data. The Company's limited access to Usage Data and Personal Data is governed by Section 11 of these Terms and does not constitute an ownership interest in your underlying audit data or business records.

9.4 Feedback

If you provide the Company with any suggestions, ideas, improvements, or other feedback relating to the Service, you hereby grant the Company a perpetual, irrevocable, royalty-free,

worldwide license to use, incorporate, and exploit such feedback in any manner and for any purpose, without obligation of confidentiality, attribution, or compensation to you.

10. CONFIDENTIALITY

10.1 Mutual Confidentiality Obligations

Each party (each a "Receiving Party") agrees to hold in strict confidence and not to disclose to any third party any Confidential Information of the other party (the "Disclosing Party") without the prior written consent of the Disclosing Party, using no less than the same degree of care it uses to protect its own confidential information, but in no event less than reasonable care. "Confidential Information" means any non-public, proprietary, or sensitive information disclosed by one party to the other in connection with the Service, including but not limited to business plans, pricing, software, technical specifications, and customer information.

10.2 Exceptions

The confidentiality obligations set forth herein shall not apply to information that: (a) is or becomes publicly available through no breach of this Agreement; (b) was rightfully known to the Receiving Party prior to disclosure without restriction; (c) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; or (d) is required to be disclosed by applicable law, court order, or governmental authority, provided that the Receiving Party gives prompt written notice to the Disclosing Party prior to such disclosure to the extent permitted by law.

10.3 Protection of User Account Data

The Company maintains the confidentiality of all User account information, Personal Data, and Usage Data in accordance with applicable privacy law and as further described in Section 11 of these Terms. The Company will not sell, rent, trade, or otherwise disclose User Personal Data to third parties except as required to provide the Service, as permitted by applicable law, or as described in the Company's Privacy Policy.

11. PRIVACY & DATA PROTECTION

The Company is committed to protecting the privacy and security of your Personal Data. This Section describes the Company's data collection, use, and protection practices, as well as the rights available to Users under applicable federal and state privacy laws and Canadian privacy legislation. For a more detailed description of the Company's privacy practices, please refer to the Company's Privacy Policy available at www.fraudscorer.com.

11.a General PII Collection

Information Collected. In connection with the provision of the Service, the Company collects the following categories of Personal Data:

- Full name and job title of account holders;
- Business email address;
- Company or organization name;
- Billing and payment information, including credit card or ACH details processed through the Company's payment processors;
- Usage Data, including session activity, feature usage metrics, and license compliance data as described in Section 8.

How Information Is Used. The Company uses collected Personal Data for the following purposes: (a) creating and managing User Accounts; (b) authenticating Users and verifying license entitlement; (c) processing Subscription payments and managing billing; (d) communicating with Users regarding the Service, including support, updates, and notices required under these Terms; (e) monitoring and enforcing license compliance through Usage Data; and (f) improving the Service based on aggregated, de-identified usage trends.

Data Protection. The Company implements reasonable administrative, technical, and physical safeguards designed to protect Personal Data from unauthorized access, disclosure, alteration, or destruction. Payment information is processed through industry-standard encrypted payment processing systems. The Company does not store full payment card numbers on its own servers.

11.b California Residents – CCPA/CPRA Rights

If you are a resident of California, you have certain rights under the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act of 2020 (collectively, "CCPA/CPRA"), including:

- **Right to Know:** The right to request disclosure of the categories and specific pieces of Personal Data the Company has collected about you, the purposes for which it is used, and the categories of third parties with whom it is shared.
- **Right to Delete:** The right to request deletion of Personal Data the Company has collected from you, subject to certain exceptions.
- **Right to Correct:** The right to request correction of inaccurate Personal Data the Company maintains about you.
- **Right to Opt-Out of Sale or Sharing:** The right to opt out of the sale or sharing of your Personal Data. The Company does not sell or share Personal Data for cross-context behavioral advertising purposes.
- **Right to Non-Discrimination:** The right not to receive discriminatory treatment for exercising your CCPA/CPRA rights.

To exercise any of these rights, please submit a verifiable consumer request to: **fraudscorer.com**. The Company will respond to verified requests within the timeframe required by applicable law.

11.c Texas Residents – TDPSA (Texas Data Privacy and Security Act)

If you are a resident of Texas, you have certain rights under the Texas Data Privacy and Security Act ("TDPSA"), including the right to: (a) confirm whether the Company is processing your Personal Data and access such data; (b) correct inaccuracies in your Personal Data; (c) delete Personal Data provided by or obtained about you; (d) obtain a portable copy of your Personal Data in a readily usable format; and (e) opt out of the processing of your Personal Data for purposes of targeted advertising, profiling that produces legal or similarly significant effects, or sale of Personal Data. The Company does not engage in the sale of Personal Data or processing for targeted advertising.

To exercise your TDPSA rights, please contact the Company's Privacy Officer at: www.fraudscorer.com.

11.d Virginia Residents – CDPA

If you are a resident of Virginia, you have certain rights under the Virginia Consumer Data Protection Act ("CDPA"), including the right to: (a) confirm whether the Company is processing your Personal Data and access such data; (b) correct inaccuracies in your Personal Data; (c) delete Personal Data provided by or obtained about you; (d) obtain a copy of your Personal Data in a portable and, to the extent technically feasible, readily usable format; and (e) opt out of the processing of your Personal Data for purposes of targeted advertising, sale of Personal Data, or profiling in furtherance of decisions that produce legal or similarly significant effects concerning you. The Company does not engage in the sale of Personal Data or targeted advertising.

To exercise your CDPA rights, please contact: **www.fraudscorer.com**. You may also appeal the Company's response to a rights request by contacting the Privacy Officer at the same address.

11.e Colorado Residents – CPA

If you are a resident of Colorado, you have certain rights under the Colorado Privacy Act ("CPA"), including the right to access, correct, delete, and obtain a portable copy of your Personal Data, as well as the right to opt out of the processing of your Personal Data for targeted advertising, sale, or profiling in furtherance of decisions that produce legal or similarly significant effects. The Company honors universal opt-out preference signals where technically feasible and as required by the CPA. The Company does not sell Personal Data or use it for targeted advertising.

To exercise your CPA rights, please contact: www.fraudscorer.com ATT: Team FraudScorer.

11.f Connecticut Residents – CTDPA

If you are a resident of Connecticut, you have certain rights under the Connecticut Data Privacy Act ("CTDPA"), including the right to access, correct, delete, and obtain a portable copy of your Personal Data, and the right to opt out of the processing of your Personal Data for purposes of targeted advertising, sale, or profiling producing legal or similarly significant effects. The Company does not sell Personal Data or engage in targeted advertising. To exercise your rights under the CTDPA, please contact: www.fraudscorer.com ATT: Team FraudScorer.

11.g Utah Residents – UCPA

If you are a resident of Utah, you have certain rights under the Utah Consumer Privacy Act ("UCPA"), including the right to confirm whether the Company is processing your Personal Data, to access your Personal Data, to delete Personal Data that you have provided to the Company, to obtain a portable copy of your Personal Data, and to opt out of the sale of your Personal Data or the processing of your Personal Data for targeted advertising. The Company does not sell Personal Data or engage in targeted advertising. To exercise your UCPA rights, please contact: www.fraudscorer.com ATT: Team FraudScorer.

11.h Other U.S. States

The Company acknowledges that additional state consumer privacy laws are enacted regularly and may apply to residents of states including, but not limited to: Montana, Iowa, Indiana, Tennessee, Oregon, Delaware, New Hampshire, New Jersey, Nebraska, Minnesota, Maryland, and Rhode Island. Residents of these and other states with applicable privacy laws have rights consistent with their respective state statutes. The Company is committed to complying with applicable state privacy requirements and will process privacy rights requests from residents of all states upon verification of residency and identity. To submit a privacy rights request, regardless of your state of residence, please contact: www.fraudscorer.com ATT: Team FraudScorer.

11.i Canadian Residents – PIPEDA & Provincial Laws

If you are a resident of Canada, the Company's collection, use, and disclosure of your Personal Data is governed by Canada's *Personal Information Protection and Electronic Documents Act*

("PIPEDA") and applicable provincial privacy legislation, including: (a) *Alberta's Personal Information Protection Act* ("PIPA (Alberta)"); (b) *British Columbia's Personal Information Protection Act* ("PIPA (BC)"); and (c) *Quebec's Act Respecting the Protection of Personal Information in the Private Sector*, as amended by Law 25 (formerly Bill 64).

Canadian residents have the right to: (a) access Personal Data held about them by the Company; (b) request correction of inaccurate Personal Data; (c) withdraw consent for the collection, use, or disclosure of their Personal Data, subject to legal and contractual obligations; and (d) receive information about how their Personal Data is used and disclosed.

Cross-Border Data Transfer. Canadian Users acknowledge that their Personal Data may be transferred to and processed in the United States, where privacy laws may differ from those in Canada. Such transfers are conducted in accordance with applicable Canadian privacy law, and the Company implements appropriate safeguards to protect Personal Data during such transfers.

To exercise your rights under PIPEDA or applicable provincial law, or to withdraw consent, please contact the Company's Privacy Officer at: **fraudscorer.com**. The Company will respond to requests within the timeframe required by applicable law.

11.j Data Retention & Deletion

The Company retains Personal Data for the duration of your Account and for a reasonable period thereafter as required to fulfill the purposes for which it was collected, comply with legal obligations, resolve disputes, and enforce agreements. Upon termination or expiration of your Account, the Company will retain your Personal Data only as long as necessary for these purposes and will thereafter securely delete or anonymize such data in accordance with applicable law. You may request deletion of your Personal Data at any time by contacting www.fraudscorer.com. Certain data may be retained for a longer period as required by applicable law, regulation, or legitimate business necessity, in which case the Company will inform you of the applicable retention period.

11.k Cookies & Tracking

The Company's website (www.fraudscorer.com) uses cookies and similar tracking technologies for the purpose of session management, User authentication, and basic analytics to understand website usage patterns. The Company does not use cookies or tracking technologies for cross-site behavioral advertising or third-party ad targeting purposes. You may configure your browser to refuse cookies or alert you when cookies are being sent; however, doing so may affect the functionality of certain features of the website. By continuing to use the Company's website, you consent to the use of cookies as described herein.

12. DISCLAIMERS & LIMITATION OF LIABILITY

12.1 Disclaimer of Warranties

THE SERVICE, INCLUDING THE AUDIT ASSIST TOOL, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ACQUISITION & REASON LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. THE COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, NOR THAT ANY DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE COMPANY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

12.2 Informational Nature of Outputs

THE OUTPUTS, SCORES, REPORTS, AND ANALYSES GENERATED BY THE AUDIT ASSIST TOOL ARE PROVIDED FOR INFORMATIONAL AND DECISION-SUPPORT PURPOSES ONLY. THEY DO NOT CONSTITUTE AND SHALL NOT BE CONSTRUED AS LEGAL ADVICE, FINANCIAL ADVICE, COMPLIANCE ADVICE, REGULATORY GUIDANCE, OR ANY FORM OF PROFESSIONAL ADVISORY SERVICE. USERS ARE SOLELY RESPONSIBLE FOR THEIR OWN COMPLIANCE DETERMINATIONS, REGULATORY OBLIGATIONS, AND BUSINESS DECISIONS. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ACCURACY, COMPLETENESS, RELIABILITY, OR

SUITABILITY OF ANY OUTPUT GENERATED BY THE AUDIT ASSIST TOOL FOR ANY PARTICULAR PURPOSE OR REGULATORY FRAMEWORK.

12.3 Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACQUISITION & REASON LLC, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE).

THE COMPANY'S TOTAL AGGREGATE LIABILITY TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICE SHALL NOT EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO ACQUISITION & REASON LLC IN THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECT A REASONABLE ALLOCATION OF RISK AND FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THEM.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Acquisition & Reason LLC and its respective officers, directors, members, managers, employees, agents, contractors, licensors, and successors from and against any and all claims, demands, suits, proceedings, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way related to:

1. Your access to or use of the Service, including any data processed by the Audit Assist Tool within your environment;
2. Your violation of any provision of these Terms and Conditions;

3. Your violation of any applicable law, rule, or regulation, including but not limited to privacy laws, data protection laws, and export control regulations;
4. Your infringement or misappropriation of any intellectual property right or other proprietary right of any third party;
5. Any misrepresentation made by you in connection with these Terms or your Account; or
6. Any negligence, willful misconduct, or fraud by you or any person acting on your behalf.

The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you agree to cooperate fully with the Company in asserting any available defenses.

14. TERMINATION

14.1 Termination by the Company

The Company may suspend or terminate your access to the Service, in whole or in part, at any time and for any reason, including but not limited to: (a) your material breach of these Terms and Conditions; (b) non-payment of applicable Subscription fees; (c) fraudulent, abusive, or unlawful conduct; or (d) at the Company's discretion, with or without cause, upon providing reasonable advance notice to the email address associated with your Account, where practicable.

14.2 Termination by User

You may cancel your Subscription at any time by accessing your Account settings or by contacting the Company at www.fraudscorer.com ATT: Team FraudScorer. Cancellation will take effect at the end of the then-current billing cycle, and you will retain access to the Service through the end of the paid period. Cancellation of a Subscription does not entitle you to any refund of prepaid fees, except as expressly required by applicable law.

14.3 Effect of Termination

Upon termination or expiration of your Subscription or Account for any reason: (a) all rights and licenses granted to you under these Terms shall immediately cease; (b) you must promptly cease all use of the Service and delete all downloaded components of the Audit Assist Tool, including the Docker image, from your systems; (c) all prepaid Subscription fees are non-refundable; and (d) any provisions of these Terms that by their nature should survive termination shall survive, including but not limited to Sections 9 (Intellectual Property), 10 (Confidentiality), 11 (Privacy & Data Protection), 12 (Disclaimers & Limitation of Liability), 13 (Indemnification), 15 (Governing Law & Dispute Resolution), and this Section 14.3.

15. GOVERNING LAW & DISPUTE RESOLUTION

15.1 Governing Law

These Terms and Conditions and any dispute or claim arising out of or related to them, their subject matter, or their formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without regard to its conflict of law principles. To the extent applicable, the Federal Arbitration Act shall govern the interpretation and enforcement of the arbitration provisions set forth in this Section.

15.2 Mandatory Binding Arbitration

Except as otherwise provided in Section 15.3, any dispute, controversy, or claim arising out of or relating to these Terms, the Service, or any breach, termination, or validity thereof shall be resolved by final and binding arbitration administered in accordance with the rules of the American Arbitration Association ("AAA") then in effect for commercial disputes. The arbitration shall be conducted by a single arbitrator mutually agreed upon by the parties, or selected in accordance with AAA rules. The seat of arbitration shall be Palestine, Texas (Anderson County). The arbitration shall be conducted in the English language. The arbitrator's decision shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

15.3 Exceptions to Arbitration

Notwithstanding Section 15.2, either party may seek emergency or preliminary injunctive relief from a court of competent jurisdiction located in Anderson County, Texas, to prevent or restrain any actual or threatened breach of these Terms or misappropriation of intellectual property, pending final resolution of the dispute through arbitration. Nothing in this Section shall be construed as a waiver of either party's right to seek such equitable relief.

15.4 Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR ANY OTHER REPRESENTATIVE OR CONSOLIDATED PROCEEDING. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE CLAIMS OR TO FASHION ANY FORM OF CLASS RELIEF. IF THIS CLASS ACTION WAIVER IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, THEN THE MANDATORY ARBITRATION PROVISION IN SECTION 15.2 SHALL BE NULL AND VOID, AND THE PARTIES AGREE TO RESOLVE THEIR DISPUTE IN A COURT OF COMPETENT JURISDICTION IN ANDERSON COUNTY, TEXAS.

15.5 Limitation on Actions

Any claim or cause of action arising out of or related to these Terms or the Service must be filed within one (1) year after the claim or cause of action arose, or such claim or cause of action shall be permanently barred. This limitation applies regardless of any statute of limitations or other law to the contrary.

16. MODIFICATIONS TO TERMS

The Company reserves the right, at its sole discretion, to modify, amend, update, or replace these Terms and Conditions at any time. In the event of any material change to these Terms, the Company will provide at least thirty (30) days' prior written notice to all active Users via email to the address associated with their Account and/or by posting a prominent notice on the Company's website at www.fraudscorer.com. Non-material changes, such as typographical corrections, formatting updates, or clarifications that do not alter the substantive rights or obligations of either party, may be made without advance notice.

Your continued access to or use of the Service following the effective date of any modification to these Terms constitutes your binding acceptance of the revised Terms. If you do not agree to the modified Terms, you must cease using the Service prior to the effective date of the modification and may cancel your Subscription in accordance with Section 14.2 of these Terms. The Company encourages you to review these Terms periodically to stay informed of any changes.

17. CONTACT INFORMATION

If you have any questions, concerns, or inquiries regarding these Terms and Conditions, or if you wish to exercise any rights described herein, please contact the Company using the information below:

Contact Type	Details
Company	Acquisition & Reason LLC
Brand / Product	FraudScorer™ – Audit Assist Tool
Headquarters	Austin, Texas, United States
Website	www.fraudscorer.com

The Company will make reasonable efforts to respond to all inquiries in a timely manner. For privacy rights requests, please specify the nature of your request, your state or province of residence, and sufficient identifying information to allow the Company to verify your identity and locate your Personal Data.

18. GENERAL PROVISIONS

18.1 Entire Agreement

These Terms and Conditions, together with any applicable Subscription plan description, order form, or other agreement expressly incorporated herein by reference, constitute the entire agreement between you and the Company with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the same subject matter.

18.2 Severability

If any provision of these Terms is held by a court or arbitrator of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, shall be severed from these Terms, and the remaining provisions shall continue in full force and effect.

18.3 Waiver

No failure or delay by either party in exercising any right, power, or privilege under these Terms shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of the same or any other right, power, or privilege.

18.4 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without the Company's prior written consent. The Company may freely assign or transfer its rights and obligations under these Terms, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, without restriction and without your consent. These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

18.5 Force Majeure

The Company shall not be liable for any delay or failure to perform its obligations under these Terms arising from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemic, epidemic, war, terrorism, civil unrest, government action, labor disputes, internet outages, power failures, or failures of third-party service providers.

18.6 Headings

Section headings and titles in these Terms are for convenience only and shall not affect the interpretation of these Terms.

These Terms and Conditions were last updated on **Jan 1, 2026**.

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