

# **Terms of Service (TOS) for Provar Audit Tool and Provar Screenshot Tool**

**Effective Date:** 01/07/2025

## **1. Introduction**

Welcome to Provar ("Service" or "Tool"). This document outlines the terms and conditions ("Terms") under which FourOneOne LLC ("we," "our," or "us") provides access to and use of our Service. These Terms constitute a legally binding agreement between you ("you," "your," or "user") and FourOneOne LLC. By accessing, using, or registering for our Service, you acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated by reference.

If you do not agree to these Terms or the Privacy Policy, you must immediately cease using the Service or cease the registration process. Your continued use of the Service signifies your acceptance of any modifications made to these Terms.

### **1.1 Overview of the Service**

The Provar Audit Tool is a software-as-a-service platform designed to streamline the auditing of freight invoices, identify overcharges, and generate comprehensive reports for business optimization. Our Service includes tools, features, and functionalities that help users audit freight invoices efficiently and with accuracy.

The Provar Screenshot Tool is a software-as-a-service platform designed to create a more equitable supply chain by allowing users to collect their own data and proof in order to successfully dispute misapplied supply chain charges. Our Service includes tools, features, and functionalities that automatically captures screenshots whenever a specific phrase inputted by the user appears on their screen. This tool also generates metadata, including timestamps and contextual details, to provide users with robust data and evidence for disputing misapplied supply chain fees, such as detention and demurrage charges.

### **1.2 User Responsibilities**

By using the Service, you represent and warrant that you:

- Are at least 18 years of age or the age of majority in your jurisdiction.
- Have the authority to enter into this agreement on behalf of yourself or the entity you represent.
- Will comply with all applicable laws and regulations while using the Service.

### **1.3 Acceptance of Terms**

Your acceptance of these Terms is a condition of your use of the Service. This acceptance occurs when you:

- Register for an account.
- Access or use the Service in any capacity.
- Click a box or button that indicates your agreement to these Terms during the signup or onboarding process.

## 1.4 Updates to Terms

We reserve the right to modify or update these Terms at any time. Any such changes will be effective immediately upon posting on our website or within the Service. It is your responsibility to review these Terms periodically to stay informed of updates. Continued use of the Service after changes are made constitutes your acceptance of the revised Terms.

## 1.5 Supplemental Terms

Certain features of the Service may be subject to additional terms and conditions, which will be presented to you when you engage with those features. These supplemental terms will become part of these Terms and govern your use of the specific features to which they apply.

## 1.6 Contact Information

If you have questions or concerns about these Terms or the Service, please contact us at:

info@provar.io

## 2. Definitions

To ensure clarity and precision throughout these Terms, the following definitions apply:

- **"Service"**: Refers to Provar, including all related tools, features, functionalities, user interfaces, software, updates, enhancements, and associated documentation provided to users by FourOneOne LLC. This includes any trial versions, paid subscriptions, and ancillary services offered by FourOneOne LLC.
- **"You" or "User"**: Refers to the individual, company, or legal entity accessing or using the Service. This includes employees, contractors, and agents authorized to act on behalf of a company or legal entity.
- **"Agreement"**: Refers to these Terms of Service, including any amendments, updates, supplemental terms, and referenced policies (e.g., Privacy Policy) that collectively govern the relationship between you and FourOneOne LLC.
- **"Account"**: Refers to the personal or business profile you create to access and use the Service, including any associated credentials, preferences, and stored data.
- **"Content"**: Includes all text, images, graphics, videos, data, and other materials made available through the Service, whether uploaded by you, generated through audits, or provided by FourOneOne LLC.

- **"Confidential Information"**: Refers to any non-public information disclosed by one party to the other, whether orally or in writing, that is designated as confidential or would reasonably be considered confidential due to its nature.
- **"Third-Party Services"**: Refers to services, applications, or integrations provided by external providers that may interact with or complement the Service, such as APIs or data import/export functionalities.
- **"Intellectual Property Rights"**: Includes all rights associated with patents, copyrights, trademarks, trade secrets, and any other proprietary rights recognized under applicable laws.
- **"Applicable Laws"**: Refers to all federal, state, local, and international laws, regulations, and guidelines applicable to your use of the Service, including but not limited to data protection laws and industry-specific regulations.
- **"Personal Information"**: Refers to any information that identifies or could reasonably be used to identify an individual, as defined under relevant data protection laws, including but not limited to the California Consumer Privacy Act (CCPA) and the General Data Protection Regulation (GDPR).
- **"Fees"**: Refers to all costs, charges, or payments required for access to and use of the Service, as outlined in your selected pricing plan or subscription agreement.
- **"Termination"**: Refers to the cessation of your access to the Service, whether initiated by you or FourOneOne LLC, in accordance with these Terms.

These definitions are provided for clarity and will apply consistently throughout this document and any supplemental terms provided with specific features or services.

### **3. Use of Service**

#### **3.1 Eligibility**

To use the Service, you must meet the following eligibility criteria:

- **Age Requirement**: You must be at least 18 years old or the age of majority in your jurisdiction to enter into this Agreement.
- **Legal Authority**: You must have the legal authority to bind yourself or the entity you represent to these Terms. By registering for an account or using the Service, you affirm that you meet these requirements.
- **Prohibited Users**: Individuals or entities prohibited by applicable laws, regulations, or sanctions from using the Service are not eligible to access or use it.

### 3.2 License Grant

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service solely for your internal business purposes. This license does not include the right to:

- Modify, reproduce, distribute, or create derivative works based on the Service.
- Resell, lease, or transfer access to the Service to any third party.
- Use the Service for any purpose other than those explicitly authorized by these Terms.

### 3.3 Restrictions on Use

You agree to use the Service in compliance with all applicable laws and regulations. You further agree not to engage in any of the following prohibited activities:

- **Unauthorized Access:** Attempting to gain unauthorized access to the Service, its systems, or related networks.
- **Reverse Engineering:** Decompiling, disassembling, or reverse-engineering any part of the Service.
- **Harmful Activities:** Engaging in activities that disrupt, interfere with, or damage the Service or its functionality, including the deployment of malware, viruses, or denial-of-service attacks.
- **Improper Use of Data:** Using the Service to collect, store, or process personal data in violation of data protection laws.
- **Competitive Analysis:** Accessing the Service to build a similar or competing product or service.
- **Violation of Intellectual Property Rights:** Copying, redistributing, or otherwise infringing upon the intellectual property rights of FourOneOne LLC or third parties.
- **Automated Tools:** Using bots, crawlers, or other automated tools to access or interact with the Service without prior authorization.

### 3.4 Account Responsibilities

You are responsible for:

- **Account Security:** Maintaining the confidentiality of your account credentials and ensuring that they are not shared with unauthorized users.
- **Authorized Use:** Ensuring that all use of the Service under your account complies with these Terms.
- **Notification of Breach:** Promptly notifying us of any unauthorized access to your account or other breaches of security.

- **Accuracy of Information:** Providing and maintaining accurate and up-to-date information during registration and while using the Service.

### 3.5 Suspension or Termination of Access

We reserve the right to suspend, restrict, or terminate your access to the Service without notice if we determine, at our sole discretion, that you have violated these Terms or applicable laws. Grounds for suspension or termination include but are not limited to:

- Use of the Service in a manner that poses a security risk or disrupts its functionality.
- Failure to pay fees associated with your account.
- Submission of false or misleading information during registration or use of the Service.
- Engaging in prohibited activities outlined in Section 3.3.

### 3.6 Monitoring and Enforcement

We reserve the right to monitor your use of the Service to ensure compliance with these Terms. Monitoring activities may include:

- Auditing account activity to detect unauthorized use or abuse.
- Enforcing restrictions through technological means, such as access controls or rate limits.
- Investigating complaints or reports of misuse and cooperating with law enforcement agencies as necessary.

By using the Service, you consent to such monitoring and agree not to interfere with our enforcement measures.

## 4. Accounts and Security

### 4.1 Account Creation and Registration

To access the Service, you must create an account by providing accurate and complete information, including but not limited to your name, email address, company details, and payment information (if applicable). By creating an account, you agree to:

- **Accuracy:** Ensure that all registration information you provide is accurate, complete, and up-to-date.
- **Responsibility:** Maintain and promptly update your account information to keep it current and accurate.
- **Authorization:** Represent and warrant that you have the legal authority to create an account on behalf of your organization (if applicable) and to bind the organization to these Terms.

Failure to provide accurate information may result in suspension or termination of your account.

## 4.2 Account Security

Your account security is a shared responsibility. You agree to:

- **Confidentiality:** Keep your account credentials, including your username and password, confidential and secure. Do not share your credentials with anyone else.
- **Restricted Access:** Restrict access to your account to authorized personnel only.
- **Secure Practices:** Use strong, unique passwords and update them regularly to prevent unauthorized access.
- **Monitoring:** Monitor account activity regularly and immediately notify us if you suspect unauthorized use or a breach of security.

We are not liable for any loss or damage arising from your failure to maintain the confidentiality of your account credentials.

## 4.3 Authorized Use of Accounts

You are solely responsible for all activities conducted under your account, whether or not they are authorized by you. This includes:

- **Internal Oversight:** Ensuring that any employee, contractor, or agent authorized to use your account complies with these Terms.
- **Prohibited Activities:** Ensuring that your account is not used for prohibited activities, including but not limited to fraud, misuse, or violations of applicable laws.

## 4.4 Account Suspension and Termination

We reserve the right to suspend or terminate your account, with or without notice, under the following circumstances:

- **Violation of Terms:** If you breach any provision of these Terms.
- **Unlawful Activities:** If your account is used for unlawful, fraudulent, or harmful activities.
- **Non-Payment:** If you fail to pay any fees associated with your account.
- **Inactivity:** If your account remains inactive for an extended period, as determined by us.

In the event of suspension or termination:

- You will lose access to the Service and any data stored within your account.
- You may be required to settle any outstanding fees or charges.
- We reserve the right to delete your account data after a specified period, except as required by law.

## 4.5 Recovery of Access

If your account is suspended or terminated, you may contact us to request reinstatement. We may, at our sole discretion, restore your account under specific conditions, including payment of outstanding fees or remediation of any violations.

## 4.6 Security Measures by Us

We employ industry-standard security measures to protect your account and data, including:

- **Encryption:** Securing sensitive information using encryption technologies.
- **Access Controls:** Limiting access to account data to authorized personnel only.
- **Monitoring:** Proactively monitoring systems for suspicious activity or potential vulnerabilities.

While we strive to maintain robust security measures, no system is completely secure. You acknowledge and agree that your use of the Service is at your own risk.

## 4.7 Liability for Account Misuse

You agree to indemnify and hold us harmless for any claims, losses, or damages arising from unauthorized use of your account due to your failure to comply with these security obligations.

# 5. Payments

## 5.1 Pricing

Our pricing structure offers flexibility to meet your business needs and is detailed as follows:

- **Pay-As-You-Go:** For users selecting Pay-As-You-Go pricing, fees are based on the number of invoices processed. The invoice count pricing is charged upfront at the time of submission. Any additional fees, such as the percentage of savings collected from recoveries identified during the audit, will be invoiced separately and are payable within the specified timeframe outlined on the invoice.
- **Subscription Plans:** For users opting for subscription-based pricing, the Service is offered under a "monthly" pricing model, with payments collected bi-annually in advance. This structure provides consistent access to the Service for the duration of the subscription period. Subscriptions automatically renew unless explicitly canceled by the user in accordance with Section 5.4.

## 5.2 Payment Terms

You agree to the following payment terms:

- **Automatic Payments:** For both Pay-As-You-Go and Subscription Plans, you authorize us to automatically charge the payment method on file for recurring or one-time fees.

- **Payment Methods:** Accepted payment methods include credit/debit cards and other forms of payment as specified during the checkout process. You are responsible for ensuring that your payment information is accurate and up to date.
- **Late Payments:** Failure to pay invoices by the due date may result in late fees, interest charges, suspension of access to the Service, or termination of your account.
- **Taxes:** All fees are exclusive of applicable taxes, which will be added to your invoice unless you provide a valid tax exemption certificate.

### 5.3 Refund Policy

All sales are final. We do not offer refunds once payment is made. This policy applies to both Pay-As-You-Go fees and bi-annual subscription payments. Exceptions to this policy may be granted solely at our discretion in the case of documented errors directly attributable to us.

### 5.4 Cancellation and Renewal

- **Pay-As-You-Go:** Users may discontinue using the Service at any time. However, no refunds will be provided for unused invoice credits or unprocessed invoices.
- **Subscription Plans:** Subscriptions automatically renew at the end of each subscription term unless canceled in writing at least 7 days before the renewal date. Cancellation requests must be submitted through your account dashboard or by contacting customer support.
- **Impact of Cancellation:** Upon cancellation, you will retain access to the Service until the end of the current billing cycle. No pro-rated refunds will be issued for early termination.

### 5.5 Invoice Disputes

If you believe a charge was made in error, you must notify us in writing within 15 days of the charge date. Failure to do so will constitute your agreement that the charge is valid and waives your right to dispute it.

### 5.6 Changes to Pricing and Terms

We reserve the right to modify pricing, payment terms, and associated features at any time. Changes will be communicated to you in advance and will take effect at the start of your next billing cycle. Your continued use of the Service constitutes acceptance of the updated terms.

## 6. Intellectual Property

### 6.1 Ownership

All intellectual property rights in and to the Service, including but not limited to its software, features, functionality, design, user interface, documentation, and underlying technology, are the sole and exclusive property of us or our licensors. This includes, without limitation:



- **Copyrights:** All written, visual, and audio content related to the Service is protected by copyright laws.
- **Trademarks:** The names, logos, slogans, and trade dress used to identify the Service are trademarks owned by us or our licensors.
- **Patents:** Any patented technology utilized in the Service, including pending patent applications, is the property of its respective owner.
- **Trade Secrets:** The proprietary algorithms, processes, and methodologies implemented in the Service are protected as trade secrets under applicable laws.

## 6.2 User Content

By using the Service, you may upload, input, or otherwise provide data, documents, or other content (“User Content”). While you retain ownership of your User Content, you grant us a worldwide, royalty-free, non-exclusive license to use, reproduce, modify, and process your User Content solely as necessary to provide the Service. This license extends to:

- Hosting and storing your data securely within our systems.
- Analyzing and processing data to generate audit reports or other outputs as part of the Service.
- Retaining anonymized and aggregated data to improve the Service, unless prohibited by applicable law.

You represent and warrant that you have all necessary rights and permissions to grant this license and that your User Content does not infringe any third-party rights.

## 6.3 License to Use the Service

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for your internal business purposes and in accordance with these Terms. This license does not include any rights to:

- **Modification:** Alter, adapt, or create derivative works based on the Service.
- **Reverse Engineering:** Decompile, disassemble, or reverse-engineer any part of the Service.
- **Resale or Redistribution:** Use the Service for commercial purposes outside of your internal operations, including reselling or sublicensing access to the Service.
- **Unlawful Use:** Utilize the Service in violation of applicable laws, regulations, or these Terms.

## 6.4 Restrictions on Use

To protect our intellectual property, you agree not to:

- Copy, distribute, or publicly display any portion of the Service without prior written permission.
- Remove, obscure, or alter any proprietary notices, labels, or watermarks included in the Service or its outputs.

- Use automated tools, bots, or scraping technologies to access or extract data from the Service without authorization.
- Attempt to bypass any security measures or access control mechanisms implemented within the Service.

## **6.5 Third-Party Intellectual Property**

The Service may incorporate or interact with third-party software, tools, or resources that are subject to their respective licenses. You agree to comply with any additional terms governing the use of third-party intellectual property, which are incorporated by reference into these Terms.

## **6.6 Violations and Remedies**

We reserve the right to enforce our intellectual property rights through any available legal or equitable remedies, including but not limited to:

- Suspending or terminating access to the Service for violations of this section.
- Seeking damages, injunctions, or other relief for unauthorized use or infringement.
- Investigating and reporting suspected violations to appropriate authorities.

## **6.7 Feedback and Suggestions**

If you provide feedback, suggestions, or ideas about the Service (“Feedback”), you agree that we may use such Feedback without any obligation to you. Feedback is considered non-confidential and non-proprietary, and we may incorporate it into the Service or other products without attribution or compensation.

# **7. Privacy**

## **7.1 Overview**

Your privacy is important to us. This section outlines how we collect, use, share, and protect your personal information when you use the Service. By using the Service, you agree to the practices described in our Privacy Policy, which is incorporated into these Terms by reference and can be viewed [\[here\]](#).

## **7.2 Data Collection**

When you use the Service, we may collect the following types of information:

- **Personal Information:** Includes, but is not limited to, your name, email address, payment information, and any other details you provide during account registration or while using the Service.

- **Usage Data:** Information about your interactions with the Service, such as IP address, browser type, access times, pages viewed, and activity logs.
- **User Content:** Data and documents you upload or provide as part of your use of the Service.

## 7.3 Data Use

We use the information collected for the following purposes:

- To provide, maintain, and improve the Service.
- To process payments and manage billing.
- To communicate with you regarding updates, changes, or technical issues.
- To analyze usage trends and enhance user experience.
- To ensure compliance with applicable laws and regulations.

## 7.4 Data Sharing

We do not sell your personal information to third parties. However, we may share your data in the following circumstances:

- **Service Providers:** With third-party vendors, contractors, or partners who assist in providing the Service, such as payment processors and cloud storage providers.
- **Legal Requirements:** When required by law, subpoena, or other legal process, or if we believe such action is necessary to comply with legal obligations.
- **Business Transfers:** In connection with a merger, acquisition, or sale of all or a portion of our assets, where your information may be part of the transferred assets.
- **Consent:** With your explicit consent for specific purposes.

## 7.5 Data Security

We implement technical, administrative, and physical safeguards to protect your data from unauthorized access, disclosure, or misuse. These measures include:

- Encryption of sensitive information during transmission.
- Access controls and authentication protocols.
- Regular security audits and vulnerability assessments.

Despite these efforts, no system is completely secure, and we cannot guarantee absolute protection of your data.

## 7.6 Data Archiving and Sale of Information (Provar Screenshot Tool)

### 7.6.1 Purpose of Data Archiving

FourOneOne LLC may periodically and randomly archive data collected through the screenshot tool to build a repository for community and commercial use. This repository is intended to support our goal of making the supply chain more equitable for all.

### **7.6.2 Scope of Archived Data**

The archived data may include:

- Screenshots captured using the tool.
- Associated metadata, such as timestamps, geolocation (if enabled), and contextual information.

**Important:** Personally identifiable information (PII) will be anonymized to ensure user privacy before the data is archived or sold.

### **7.6.3 User Consent and Sale of Data**

By using the screenshot tool, you agree that FourOneOne LLC may archive and sell anonymized data collected through the tool to third parties for commercial purposes. This may include, but is not limited to, research institutions, industry analysts, Provar customers, or other stakeholders interested in freight and logistics data.

### **7.6.4 Opt-Out Mechanism**

If you do not wish for your data to be archived and sold, you may opt out by contacting FourOneOne LLC at [info.provar.io](mailto:info.provar.io). Opting out may limit your access to or functionality within the screenshot tool.

### **7.6.5 Use of Sold Data**

Archived and sold data may be used for the following purposes:

1. Enhancing industry knowledge and transparency.
2. Developing tools, reports, or analyses for commercial purposes.
3. Supporting market research and logistical improvements.

### **7.6.6 Data Retention and Security**

FourOneOne LLC will retain archived data as long as it is necessary for commercial and operational purposes. Strong data security measures, including encryption and strict access controls, will be employed to prevent unauthorized access or misuse of the archived data.

### **7.6.7 Notification of Changes**

FourOneOne LLC reserves the right to modify this data archiving and sale policy. Any material changes will be communicated to users through email or a notice within the tool. Continued use of the tool after such notifications will indicate acceptance of the updated terms.

## 7.7 User Responsibilities

You are responsible for maintaining the confidentiality of your account credentials and for any activity that occurs under your account. Notify us immediately if you suspect unauthorized access or use of your account.

## 7.8 Data Retention

We retain your data only as long as necessary to fulfill the purposes for which it was collected or to comply with legal, regulatory, or contractual obligations. Upon termination of your account, we may delete or anonymize your data, except as required by law or for legitimate business purposes.

## 7.9 Your Privacy Rights

Depending on your jurisdiction, you may have the following rights regarding your personal information:

- **Access and Correction:** The right to access and request corrections to your personal information.
- **Deletion:** The right to request deletion of your personal information, subject to legal and contractual limitations.
- **Data Portability:** The right to request a copy of your data in a portable format.
- **Opt-Out:** The right to opt-out of certain data collection or sharing practices, such as marketing communications.

To exercise these rights, please contact us at [info@provar.io](mailto:info@provar.io).

## 7.10 Changes to the Privacy Policy

We may update our Privacy Policy from time to time to reflect changes in our practices or legal requirements. We will notify you of any material changes through the Service or other means, and your continued use of the Service constitutes acceptance of the updated policy.

## **8. Dispute Resolution**

### **8.1 Governing Law**

These Terms, and any disputes arising under or in connection with them, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or your use of the Service.

### **8.2 Arbitration**

Any dispute, controversy, or claim arising out of or relating to these Terms, including their formation, interpretation, breach, or termination, shall be resolved exclusively through binding arbitration.

Arbitration will:

- Be conducted in accordance with the procedural rules agreed upon by the parties or, in the absence of such agreement, under a neutral arbitration framework chosen by mutual consent.
- Take place in Illinois, at a location mutually convenient for the parties, or via remote means if agreed upon.
- Be presided over by a single neutral arbitrator with expertise in technology and commercial agreements.

The arbitrator's decision shall be final and binding on both parties and may be entered as a judgment in any court of competent jurisdiction. Each party shall bear its own costs of arbitration, except that the fees and expenses of the arbitrator shall be shared equally unless otherwise determined by the arbitrator.

### **8.3 Exceptions to Arbitration**

Notwithstanding the above, either party may:

- Seek injunctive or equitable relief in a court of competent jurisdiction for claims related to intellectual property or unauthorized use of the Service.
- File a claim in small claims court if the claim qualifies and falls within the jurisdictional limits of such court.

### **8.4 Waiver of Class Actions**

You agree to resolve disputes with us on an individual basis and waive any right to participate in a class, collective, or representative action. Arbitration or litigation will be conducted solely on an individual basis, and class arbitrations, class actions, and collective claims are not permitted.

### **8.5 Venue for Non-Arbitration Disputes**

For disputes not subject to arbitration or small claims court, you agree to submit to the exclusive jurisdiction of the state and federal courts located in Illinois. You waive any objections to venue or jurisdiction in such courts.

### **8.6 Informal Dispute Resolution**

Before initiating arbitration or any legal action, the parties agree to make a good-faith effort to resolve disputes informally. This includes:

- Notifying the other party of the dispute in writing, including a description of the claim and any proposed resolution.
- Allowing a minimum of 30 days from the date of notification to attempt informal resolution through negotiation or mediation.

Failure to resolve the dispute informally within this period may result in formal arbitration or litigation as provided above.

## **8.7 Limitation Period**

Any claim or cause of action arising out of or related to these Terms must be filed within one (1) year after the claim accrues; otherwise, such claim or cause of action is permanently barred, unless a longer period is required by applicable law.

## **9. Limitation of Liability**

### **9.1 General Limitation**

To the fullest extent permitted by applicable law, in no event shall we, our affiliates, officers, directors, employees, agents, licensors, or suppliers be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to:

- Loss of profits, revenue, or anticipated savings;
- Loss of business opportunities or goodwill;
- Loss of data, information, or content;
- Business interruption; or
- Any other intangible losses arising from or in connection with the use of, or inability to use, the Service.

This limitation applies regardless of whether the damages arise from breach of contract, tort (including negligence), strict liability, or any other legal theory, even if we have been advised of the possibility of such damages.

### **9.2 Aggregate Liability**

Our total liability to you for all claims arising out of or related to these Terms, the Service, or your use thereof shall not exceed the total amount paid by you to us for the Service in the six (6) months preceding the claim. If you have not made any payments, our liability shall be limited to fifty dollars (\$50.00).

### **9.3 Exclusions and Exceptions**

Some jurisdictions do not allow the exclusion or limitation of certain damages or liabilities. In such jurisdictions, our liability shall be limited to the maximum extent permitted by applicable law, and the exclusions and limitations in these Terms may not apply to you.

## **9.4 Responsibility for Third-Party Content and Services**

We are not responsible for:

- Third-party content, products, or services accessed through or in connection with the Service;
- Errors, omissions, or inaccuracies in any content provided by third parties; or
- Any acts or omissions of third-party service providers.

Your use of third-party content or services is at your sole risk and subject to the terms and conditions of those third parties.

## **9.5 Basis of the Bargain**

You acknowledge and agree that the limitations of liability set forth in this section reflect a reasonable and fair allocation of risk between the parties and are an essential basis of the bargain. Without these limitations, we would not be able to provide the Service to you on the same terms or pricing.

## **9.6 Remedies**

Your sole and exclusive remedy for dissatisfaction with the Service is to stop using it. If you are dissatisfied with any aspect of the Service, you may terminate your use as provided in these Terms, and no further remedies will be available to you.

## **10. Changes to Terms**

### **10.1 Right to Modify**

We reserve the right, at our sole discretion, to modify, update, or amend these Terms at any time. Such modifications may include, but are not limited to, changes to the scope of the Service, payment terms, dispute resolution processes, or any other provisions herein.

### **10.2 Notice of Changes**

When we make material changes to these Terms, we will:

- Provide notice by posting the updated Terms on our website or through the Service;
- Include the effective date of the updated Terms at the beginning of the document;
- In certain cases, notify you directly through email or other communication channels associated with your account, as deemed appropriate.

### **10.3 Effective Date**

All changes to these Terms will be effective immediately upon posting unless a different effective date is specified. Your continued use of the Service following the effective date constitutes your agreement to be bound by the revised Terms.



## **10.4 User Responsibility**

It is your responsibility to review these Terms periodically to stay informed of any updates. We encourage you to check the "Last Updated" date at the top of this document for changes. If you do not agree with the modified Terms, you must discontinue your use of the Service immediately.

## **10.5 Material Changes and Consent**

For changes that materially affect your rights or obligations under these Terms, we may require you to provide explicit consent before such changes take effect. If you do not provide such consent, your access to certain features of the Service may be restricted or terminated.

## **10.6 Archived Terms**

Previous versions of these Terms will be archived and available upon request for reference purposes. This ensures transparency and provides a clear record of changes over time.

## **10.7 Reservation of Rights**

We retain the right to introduce new features, functionalities, or pricing structures for the Service at any time. Such additions may be governed by supplemental terms and conditions, which will become part of these Terms upon acceptance by you.

# **11. California Consumer Privacy Act (CCPA)**

## **11.1 Applicability**

This section applies to residents of California as defined under the California Consumer Privacy Act (CCPA), including amendments made by the California Privacy Rights Act (CPRA). Terms used in this section have the meanings given to them in the CCPA and CPRA.

## **11.2 Your Rights Under the CCPA**

As a California resident, you have specific rights regarding the collection, use, and disclosure of your personal information. These rights include:

### **11.2.1 Right to Know**

You have the right to request that we disclose:

- The categories of personal information we have collected about you;
- The categories of sources from which your personal information is collected;
- The purposes for collecting, using, or sharing your personal information;
- The categories of third parties with whom we share your personal information;
- The specific pieces of personal information we have collected about you.

### **11.2.2 Right to Delete**

You may request that we delete personal information we have collected from you, subject to certain exceptions under the CCPA, such as if the information is necessary to:

- Complete a transaction or provide a service requested by you;
- Detect security incidents or protect against malicious, deceptive, or illegal activity;
- Comply with legal obligations.

### **11.2.3 Right to Opt-Out of Sale or Sharing**

You have the right to opt out of the sale or sharing of your personal information. We do not sell personal information, but if this changes, we will provide you with a mechanism to opt out.

### **11.2.4 Right to Non-Discrimination**

We will not discriminate against you for exercising your CCPA rights. This means we will not:

- Deny you goods or services;
- Charge you different prices or rates for goods or services, including through discounts or other benefits, or imposing penalties;
- Provide you a different level or quality of goods or services.

## **11.3 Categories of Personal Information Collected**

We may collect the following categories of personal information, as defined under the CCPA:

- Identifiers (e.g., name, email address, IP address);
- Commercial information (e.g., records of services purchased, obtained, or considered);
- Internet or other electronic network activity (e.g., browsing history, interactions with our website);
- Geolocation data;
- Professional or employment-related information;
- Inferences drawn from the above to create profiles.

## **11.4 How to Exercise Your CCPA Rights**

You can exercise your rights by contacting us through the following methods:

- **Email:** [info@provar.io](mailto:info@provar.io)

When you submit a request, we will verify your identity to ensure the security and privacy of your personal information. Verification methods may include matching information you provide with information we already maintain.

## **11.5 Authorized Agents**

You may designate an authorized agent to submit requests on your behalf. The agent must provide proof of their authority to act on your behalf, and we may require you to verify your identity directly.

## **11.6 Data Retention**

We retain personal information for as long as necessary to fulfill the purposes outlined in our Privacy Policy or as required by law. After this period, we securely delete or anonymize your data.

## **11.7 Updates to This CCPA Clause**

We may update this section to reflect changes in legal requirements or our business practices. The "Last Updated" date at the top of this document will indicate when changes were made. We encourage you to review this section periodically.

## **12. General Data Protection Regulation (GDPR)**

### **12.1 Applicability**

This section applies to individuals located in the European Economic Area (EEA), the United Kingdom (UK), and Switzerland, in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

### **12.2 Your Rights Under the GDPR**

If you are located in the EEA, UK, or Switzerland, you have specific rights regarding your personal data, including:

#### **12.2.1 Right of Access**

You have the right to access the personal data we process about you and obtain information about:

- The purposes of processing;
- The categories of personal data processed;
- The recipients or categories of recipients to whom personal data has been disclosed;
- The retention period or criteria used to determine the retention period;
- The source of personal data not collected directly from you;
- The existence of automated decision-making, including profiling, and the logic involved.

#### **12.2.2 Right to Rectification**

You may request that we correct inaccurate or incomplete personal data about you.

### **12.2.3 Right to Erasure ("Right to Be Forgotten")**

You can request that we delete your personal data when:

- It is no longer necessary for the purposes for which it was collected or processed;
- You withdraw consent, and no other legal ground for processing exists;
- You object to the processing, and there are no overriding legitimate grounds;
- The personal data was unlawfully processed;
- It must be erased to comply with a legal obligation.

### **12.2.4 Right to Restriction of Processing**

You can request that we restrict processing of your personal data under certain circumstances, such as when the accuracy of the data is contested or processing is unlawful.

### **12.2.5 Right to Data Portability**

You have the right to receive your personal data in a structured, commonly used, and machine-readable format and to transmit that data to another controller where technically feasible.

### **12.2.6 Right to Object**

You can object to the processing of your personal data for direct marketing or when processing is based on legitimate interests.

### **12.2.7 Right to Withdraw Consent**

Where processing is based on your consent, you may withdraw it at any time without affecting the lawfulness of processing conducted prior to withdrawal.

## **12.3 Data Protection Agreements (DPA)**

We will enter into Data Protection Agreements (DPA) upon request to ensure compliance with the GDPR and to outline the responsibilities of both parties in processing personal data. Requests for a DPA can be submitted to us at:

- **Email:** [info@provar.io](mailto:info@provar.io)

We will work with you to finalize a DPA that meets GDPR requirements and your specific needs.

## **12.4 Basis for Processing Personal Data**

We process personal data only when there is a legal basis to do so, including:

- Your consent;
- The performance of a contract with you;
- Compliance with legal obligations;

- Legitimate interests, provided such interests are not overridden by your rights.

## **12.5 Data Transfers**

We may transfer your personal data to countries outside the EEA, UK, or Switzerland, including the United States. In such cases, we ensure adequate safeguards, such as:

- Standard Contractual Clauses approved by the European Commission;
- Binding Corporate Rules;
- Other legally accepted mechanisms.

## **12.6 Data Retention**

We retain personal data only for as long as necessary to fulfill the purposes outlined in these Terms or as required by applicable law. When data is no longer needed, we securely delete or anonymize it.

## **12.7 Security Measures**

We implement appropriate technical and organizational measures to protect your personal data against unauthorized access, loss, destruction, or alteration.

## **12.8 Supervisory Authority**

If you believe we have violated your data protection rights, you have the right to file a complaint with a supervisory authority in your country of residence.

## **12.9 Updates to This GDPR Clause**

We may update this section to reflect changes in legal requirements or our business practices. The "Last Updated" date at the top of this document will indicate when changes were made. We encourage you to review this section periodically.

## **13. Contact Information**

For any questions or concerns, please contact us at [info@provar.io](mailto:info@provar.io).

# **End User License Agreement (EULA)**

**Effective Date:** 01/07/2025

## **1. License Grant**

By accepting this EULA, you are granted a non-exclusive, non-transferable license to use the Provar software, solely for your internal business purposes as described in the Terms of Service.

## **2. Restrictions**

### **2.1 Prohibited Activities**

When using our software, you agree to refrain from engaging in the following prohibited activities:

#### **2.1.1 Reverse Engineering and Code Tampering**

- You may not reverse engineer, decompile, disassemble, or otherwise attempt to access or derive the source code, underlying algorithms, or structure of the software.
- You may not modify, adapt, translate, or create derivative works of the software without our prior written consent.
- You may not remove or alter any proprietary notices, labels, or branding included within the software.

#### **2.1.2 Unauthorized Use**

- You may not use the software for any unlawful, fraudulent, or malicious purpose, including but not limited to:
  - Engaging in activities that violate applicable laws, regulations, or third-party rights;
  - Using the software to distribute malware, viruses, or other harmful code;
  - Circumventing any security measures or usage limits associated with the software.

#### **2.1.3 Misuse of Licensing**

- You may not sublicense, rent, lease, or transfer your rights to use the software without our prior written authorization.
- You may not share login credentials or provide unauthorized access to the software to any third party.
- You may not attempt to exceed the usage limits specified in your subscription or licensing agreement.

#### **2.1.4 Data Integrity and System Interference**

- You may not interfere with, disrupt, or attempt to compromise the functionality, performance, or security of the software or its underlying infrastructure.
- You may not use automated scripts, bots, or other unauthorized methods to access, manipulate, or exploit the software.
- You may not input, upload, or transmit any data or content that is unlawful, harmful, or violates the intellectual property rights of others.

## **2.2 Monitoring and Enforcement**

We reserve the right to monitor usage of the software to ensure compliance with these restrictions. Unauthorized use or violations of these restrictions may result in the suspension or termination of your access to the software, as well as potential legal action.

## **2.3 Reporting Violations**

If you become aware of any unauthorized use or misuse of the software, you are required to promptly notify us at [Insert Contact Information].

By using the software, you acknowledge and agree to adhere to these restrictions. Failure to comply may result in immediate termination of your license and additional remedies as permitted by law.

## **3. Ownership**

### **3.1 Intellectual Property Rights**

All rights, title, and interest in and to the software, including but not limited to its underlying source code, algorithms, design, user interface, proprietary features, and all associated intellectual property rights, are and will remain the exclusive property of [Your Company Name] or its licensors. These rights are protected under applicable intellectual property laws and treaties worldwide.

### **3.2 License Grant Does Not Transfer Ownership**

Your access and use of the software are governed by a limited, non-exclusive, non-transferable, and revocable license. This license grants you the right to use the software in accordance with these Terms of Service but does not transfer ownership of the software or any related intellectual property rights to you.

- You acknowledge that no ownership or title in the software is transferred to you, whether by access, download, or use.
- Any rights not explicitly granted to you under these Terms of Service are reserved by [Your Company Name].

### **3.3 Content Generated or Uploaded by Users**

#### **3.3.1 Your Content**

If you upload or input any data, documents, or content into the software ("Your Content"), you retain ownership of such content. By using the software, however, you grant FourOneOne LLC a limited, non-exclusive, royalty-free, and revocable license to process, store, and use Your Content solely for the purpose of providing the services outlined in these Terms.

#### **3.3.2 No Ownership Over Derived Data**

Any analyses, aggregated insights, or reports generated by the software based on Your Content or your use of the software remain the property of FourOneOne LLC. Such derived data does not include Your

Content itself but may include de-identified or aggregated insights for software improvement and development.

### **3.4 Trademarks and Branding**

All trademarks, service marks, logos, trade names, and branding associated with the software are the exclusive property of FourOneOne LLC or its licensors. You may not use these trademarks or branding without prior written consent, except as explicitly permitted by law.

### **3.5 Feedback and Suggestions**

If you provide feedback, suggestions, or ideas regarding the software ("Feedback"), you agree that such Feedback is non-confidential and becomes the sole property of FourOneOne LLC. FourOneOne LLC may use, modify, and implement the Feedback without restriction or obligation to compensate you in any way.

### **3.6 Third-Party Intellectual Property**

The software may include components licensed from third parties or subject to open-source licenses. Your use of these components is governed by the terms of the respective third-party licenses, which are incorporated by reference. Ownership of such components remains with their respective licensors.

### **3.7 Enforcement of Rights**

FourOneOne LLC reserves all rights to enforce its intellectual property rights to the fullest extent of the law, including seeking injunctive relief and damages for any unauthorized use, copying, or distribution of the software or any associated intellectual property.

By using the software, you acknowledge and agree to these ownership terms. Unauthorized use of the software or any intellectual property associated with it may result in legal action and termination of your access to the software.

## **4. Termination**

### **4.1 Termination by FourOneOne LLC**

This EULA may be terminated by FourOneOne LLC immediately and without notice if you:

- Breach any term or condition of this EULA, including but not limited to unauthorized use of the software or failure to comply with payment obligations;
- Engage in activities that infringe upon FourOneOne LLC's intellectual property rights or compromise the security and integrity of the software;
- Use the software in violation of any applicable laws, regulations, or third-party rights;
- Provide false or misleading information during account registration or any interactions with FourOneOne LLC;



- Attempt to reverse-engineer, decompile, or otherwise tamper with the software or its associated infrastructure.

## 4.2 Termination by User

You may terminate this EULA at any time by:

- Providing written notice of termination to FourOneOne LLC;
- Ceasing all use of the software and uninstalling it from all devices where it has been installed.

Please note that any outstanding payment obligations incurred prior to termination will remain enforceable.

## 4.3 Effects of Termination

Upon termination of this EULA, regardless of the reason:

1. **Cessation of Use:** You must immediately cease all access to and use of the software, including deleting all copies of the software from your systems, devices, and any associated storage.
2. **Account Deactivation:** FourOneOne LLC reserves the right to deactivate your account and delete any data associated with your use of the software, subject to applicable data retention policies and laws.
3. **Payment Obligations:** You remain responsible for any outstanding fees or charges owed to FourOneOne LLC, including:
  - Fees for "Pay-As-You-Go" usage or ongoing subscription services up to the date of termination;
  - Invoices related to percentage-based recovery fees for audits conducted prior to termination.
4. **Surviving Provisions:** Certain sections of this EULA will survive termination, including but not limited to:
  - Intellectual Property Rights (Section 3);
  - Payment and Refund Policies (Section 5);
  - Limitation of Liability (Section 9);
  - Dispute Resolution (Section 11);
  - Any provisions required to ensure compliance with legal or regulatory obligations.

## 4.4 Reinstatement

In the event of termination due to a breach, FourOneOne LLC may, at its sole discretion, allow you to reinstate your access to the software upon:

- Rectification of the breach to FourOneOne LLC's satisfaction;

- Payment of any applicable reinstatement fees or outstanding charges;
- Agreement to additional terms and conditions as specified by FourOneOne LLC.

#### **4.5 No Liability for Termination**

FourOneOne LLC will not be liable for any damages, losses, or costs incurred by you or any third party as a result of the termination of this EULA. Termination is carried out at FourOneOne LLC's sole discretion and in accordance with the terms outlined herein.

By continuing to use the software, you acknowledge and agree to the termination provisions stated above. Failure to comply with these terms may result in additional legal action to enforce compliance or recover damages.

#### **5. Governing Law**

This EULA will be governed by and construed in accordance with the laws of the State of Illinois.

#### **6. Contact Information**

For inquiries about this EULA, please contact [info@provar.io](mailto:info@provar.io).