TSCM Field Operator App

Terms of Service and End-User License Agreement

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1. About these terms

These Terms of Service and End-User License Agreement (the "Terms") are a legal agreement between you and LaSorsa and Associates, LLC ("LaSorsa," "we," "us"). They cover the TSCM Field Operator App for Android, Mac, Windows and Linux, its updates, its user manual and guide content, and any license key we issue (together, the "App").

By installing, activating or using the App, you agree to these Terms. If you are using the App for a company or other organization, you confirm you have authority to accept these Terms for it, and "you" includes that organization. If you do not agree, do not install or use the App.

2. What the App is

The App is a technical surveillance countermeasures (TSCM) tool for trained professionals. It helps an operator look for possible surveillance devices, trackers and unexpected signals using the radios built into a phone or computer and supported external receivers and sensors. The App is receive-only: it listens and does not transmit radio signals, with one exception. When you choose to, it can send a single sound command asking a nearby Bluetooth tracker or device to beep so you can find it.

3. Subscription, price and payment

- The App is licensed by annual subscription. The standard price is US $299 per year. A reduced price of US $99 per year is available only to alumni we have approved, through an invitation from us; we may confirm eligibility and may change the subscription to the standard price at renewal if eligibility ends.
- We may, at our discretion, provide some license keys free of charge. A free key is subject to these Terms, and we may set an end date for it or end it at any time.
- Orders are processed by our reseller, Paddle.com, which is the merchant of record for all purchases. Paddle handles checkout, billing, sales tax and VAT, invoices, renewals and refunds, and your purchase is also subject to Paddle's buyer terms. We do not receive or store your card details.
- Subscriptions renew automatically each year at the then-current price unless you cancel before the renewal date. You can cancel through the link in your Paddle receipt or by contacting us. Cancelling stops future renewals; you keep access until the end of the period you have paid for.
- We may change prices for future subscription periods. We will tell you before a price change applies to your renewal.

4. Refunds

Refunds are covered by our Refund Policy, which forms part of these Terms. In short, you can get a full refund within 14 days of any payment. Refunds are issued through Paddle. Any rights you have under consumer protection laws that apply to you are not affected. When a refund is issued, the license key for that payment is deactivated.

5. Your license

Subject to these Terms and payment of the subscription, we grant you a personal, limited, non-exclusive, non-transferable, revocable license to install and use the App during your subscription for your own professional TSCM work.

- Each license key is personal to the buyer named on the order. It may be active on no more than two (2) devices at a time. You may free a device and move the key to a new one.
- You may not share, lend, publish, sell or transfer your license key, or let anyone else use it.
- If the App cannot reach our license check, it keeps working for up to seven (7) days after the last successful check. After that, it may stop working until it can check again.
- The App is licensed, not sold. We and our licensors keep all rights, title and interest in the App, including all intellectual property rights, except the limited rights granted here.

6. What you may not do

You agree not to, and not to help anyone else to:

- copy, redistribute, sell, resell, rent, lease, sublicense or host the App or make it available to others;
- reverse engineer, decompile, disassemble or try to obtain the source code of the App, except to the extent applicable law expressly permits this despite this restriction;
- modify the App or create derivative works from it;
- remove, bypass or interfere with the license key, device limit, access check or any other protection in the App;
- remove or change any copyright, trademark or other notices;
- modify the App, its receivers or sensors to transmit, jam, interfere with communications, or capture the content of communications; or
- use the App in violation of any law or anyone's rights, including the laws described in section 8.

7. Lawful use is your responsibility

TSCM work is regulated. You alone are responsible for making sure that your use of the App, and of any receiver, sensor or other equipment you use with it, is lawful wherever you use it. This includes, without limitation:

- radio and telecommunications laws and the rules of the Federal Communications Commission or your country's regulator;
- wiretap, eavesdropping and electronic communications laws, including the U.S. Electronic Communications Privacy Act and state laws, some of which require the consent of every party;
- privacy, data protection and computer misuse laws, including any law on scanning or accessing networks and devices;
- laws on licensing of investigators or security professionals where you work; and
- export control and sanctions laws.

You must have the permission of the owner or lawful occupant of any place, vehicle, network or device you survey. The network devices check works only after you confirm you have written permission to check that network, and you must not confirm this unless it is true. The App is not designed to, and you must not use it to, listen to or record the content of anyone's communications, track a person without lawful authority, or

access any device or network without permission.

8. Results are aids, not guarantees

The App's findings, scores, flags, comparisons, reports and suggestions are aids to a trained operator's judgment. They are not proof that a device is or is not present.

- No sweep, scan or report can guarantee that a place, vehicle or device is free of surveillance devices. Many devices can avoid detection: for example, devices that are switched off, wired, store and forward later, transmit in short bursts, or use frequencies or methods outside what your equipment can see. The App's Limits page describes known limits.
- Suggestions in the App, including any automated or AI-assisted suggestion, may be wrong. The operator decides what a finding means and what to do about it.
- You are responsible for how you describe results to your clients. Do not tell a client that a place is clear or free of devices based on the App.
- Phone and computer radios, operating systems and third-party receivers limit what the App can measure, and results can vary between devices and versions.

9. Privacy and your data

- Scans, saved results, watch logs, cases, reports, photos and client details stay on your device, stored encrypted where the App says so. We do not receive them.
- The App contacts the internet only to (a) check for and download updates from our public release page, and (b) check your license key. The license check sends your key, a random install identifier, the device type and the App version. It does not send scan, case, location or client data.
- The App contains no advertising or analytics software and does not track how you use it.
- If you choose to export or share data (for example a report or an AI-ready export through your device's share sheet), you decide where it goes, and you are responsible for that data once shared, including any third-party service you send it to. The App itself never sends your data to an AI service.
- If you send us feedback by email, we receive only what you choose to include.
- You are responsible for protecting your devices, backing up data you need, and complying with laws and client agreements on the data you collect. Uninstalling the App or losing your device may permanently delete your data, and we cannot recover it.

Our Privacy Policy explains this in more detail and forms part of these Terms. Paddle processes the personal information needed to sell you the subscription under its own privacy policy.

10. Hardware and third-party products

The App can work with equipment and software made by others, such as HackRF, Signal Hound, RF Explorer, tinySA, Pluto SDR and ESP32-based Wi-Fi sensors, and with your phone's or computer's operating system. We do not make, sell or support that equipment and are not responsible for it. The App may install its own receive-only program onto a supported Wi-Fi sensor when you connect it. Use of third-party products is subject to their makers' terms.

11. Updates and changes to the App

We may release updates that add, change or remove features, fix problems, or are needed for security, compatibility or legal reasons. Some updates may be required to keep using the App. We do not promise

that any particular feature will continue to be available or that the App will work with every device, operating system version or receiver.

12. Feedback

If you send us ideas or suggestions, you allow us to use them without any obligation to you.

13. No warranty

TO THE FULLEST EXTENT PERMITTED BY LAW, THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ACCURACY. WE DO NOT WARRANT THAT THE APP WILL DETECT ANY OR ALL SURVEILLANCE DEVICES, THAT IT WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY EXCLUSIONS, SO SOME OF THESE EXCLUSIONS MAY NOT APPLY TO YOU.

14. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY LAW, LASORSA AND ITS OWNERS, EMPLOYEES, CONTRACTORS AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL OR DATA, OR ANY LOSS ARISING FROM A SURVEILLANCE DEVICE NOT BEING FOUND OR A FINDING BEING WRONG, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE APP OR THESE TERMS WILL NOT EXCEED THE AMOUNT YOU PAID FOR THE APP IN THE TWELVE (12) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR US $100 IF YOU PAID NOTHING. THESE LIMITS APPLY TO ANY THEORY OF LIABILITY AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THESE LIMITS, SO THEY MAY NOT FULLY APPLY TO YOU.

15. Indemnity

You agree to defend, indemnify and hold harmless LaSorsa and its owners, employees and contractors from any claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from (a) your use of the App, (b) your breach of these Terms, (c) your violation of any law or anyone's rights, or (d) any work you perform for, or statement you make to, your clients.

16. Suspension and termination

- You may stop using the App and cancel your subscription at any time.
- We may suspend or revoke your license key, without refund except where required by law or Paddle's policy, if you do not pay, if a payment is reversed or charged back, if you share or misuse your key, or if you breach these Terms or use the App unlawfully. Where reasonable, we will tell you first and give you a chance to fix the problem.
- Your license ends automatically when your subscription ends and is not renewed.
- When your license ends, you must stop using the App. Data already saved on your device stays on your device, but the App may no longer open it, so export anything you need before your subscription ends.

- Sections 7, 8, 9, 13, 14, 15, 16, 18 and 19 continue after termination.

17. Changes to these Terms

We may update these Terms from time to time. We will post the new version with its effective date and, for material changes, tell you in the App or by email before they take effect. Changes apply from your next renewal or from the effective date, whichever we state. If you do not agree to the changes, you may cancel before they apply. Continuing to use the App after they apply means you accept them.

18. Governing law and disputes

These Terms are governed by the laws of the State of North Carolina, USA, without regard to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply. You and we agree that the state and federal courts located in North Carolina have exclusive jurisdiction over any dispute relating to the App or these Terms, and both consent to those courts. Before filing a claim, each party agrees to try to resolve the dispute informally by contacting the other for at least thirty (30) days. Nothing in this section limits mandatory consumer rights where you live.

19. General

- These Terms, together with Paddle's buyer terms for your purchase, are the entire agreement between you and us about the App and replace any earlier agreement on the same subject.
- If any part of these Terms is found unenforceable, it will be enforced to the maximum extent allowed and the rest stays in effect.
- Our not enforcing a right is not a waiver of it.
- You may not assign these Terms without our written consent. We may assign them in connection with a merger, acquisition or sale of assets.
- Neither party is liable for delays caused by events beyond its reasonable control.
- We may send notices by email to the address on your order or in the App. You may send notices to info@lasorsa.com or by mail to LaSorsa and Associates, LLC, 101 VFW Rd, Suite 2E, Cedar Point, NC 28584, USA.
- Section headings are for convenience only.

20. Contact

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