



GOTCHA SERVICE USER AGREEMENT AND DISCLAIMER

Effective Date: 3rd April 2025

1. INTRODUCTION AND ACCEPTANCE

This User Agreement and Disclaimer ("Agreement") governs your use of GOTCHA (Global Oversight for Transactions, Compliance, and High-risk Analysis) provided by ThePaymaster Limited ("ThePaymaster", "we", "us", "our"), a company registered in England and Wales (Company Number 15991850) with its registered office at 167-169 The Fifth Floor, Great Portland Street, London, England, W1W 5PF.

By clicking "I Agree" or otherwise accessing, uploading information to, or using the GOTCHA service, you ("User", "you", "your") acknowledge that you have read, understood, and agree to be bound by this Agreement in its entirety. If you do not accept these terms, you must not use the GOTCHA service.

GOTCHA is designed primarily for professional and business users. If you are using this service as a consumer under UK law, you acknowledge that GOTCHA outputs are provided for informational purposes only and do not constitute professional advice. You retain full responsibility for your own decisions.

2. DEFINITIONS

2.1 "GOTCHA" or "Service" means the Global Oversight for Transactions, Compliance, and High-risk Analysis service provided by ThePaymaster Limited, including all associated reports, assessments, analyses, and recommendations.

2.2 "Output" means any report, assessment, analysis, recommendation, visualization, or other content generated by the GOTCHA service.

2.3 "User" refers to the individual or entity accessing or using the GOTCHA service.

2.4 "Sophisticated Business User" means an individual or entity using GOTCHA for business purposes with the experience, knowledge, and resources to properly evaluate and contextualise the outputs.

2.5 "Module" means any specific GOTCHA service offering or analytical capability, such as Contract Analysis, Document Integrity, or Sentinel.

2.6 Service Evolution: ThePaymaster may modify, enhance, or expand the GOTCHA service offerings at any time. New features, analytical capabilities, or service tiers may be introduced and will be governed by this Agreement unless otherwise specified. You will be notified of significant service changes through the email address associated with your account.

2.7 If any new module introduces material changes to data usage, billing, or output type, ThePaymaster will provide a clear description and updated disclaimer.

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3. SERVICE DESCRIPTION

3.1 GOTCHA provides intelligence reports, risk assessments, success probability analysis, compatibility evaluations, and strategic recommendations on entities, transactions, and business relationships to assist Users in conducting due diligence and making strategic business decisions.

3.2 The GOTCHA service is made available to you as an information and analysis tool only. It processes information from various sources to identify potential risks, assess success probabilities, evaluate compatibility factors, and provide strategic insights.

3.3 GOTCHA offers various service tiers, including but not limited to:

- GOTCHA Counterparty Risk
- GOTCHA Counterparty Risk with CLIENT CONTEXT
- GOTCHA Comparison Analysis
- GOTCHA Contract Evaluation
- GOTCHA Document Evaluation
- GOTCHA Business Plan/Investment Evaluation
- GOTCHA Sentinel monitoring services
- ASK GOTCHA interactive feature
- GOTCHA Elite Innovation Service

3.4 Reports, assessments, and recommendations are provided strictly for informational purposes. They are not legal, financial, regulatory, tax, or investment advice. You must not rely solely on any GOTCHA output to make business or personal decisions without appropriate professional verification. GOTCHA is designed to support critical thinking and strategic framing— not to replace your own judgement or due diligence.

4. LIMITATIONS OF SERVICE

4.1 No Professional Advice: GOTCHA reports, assessments, and recommendations do not constitute legal, financial, tax, investment, regulatory, or other professional advice. Any actions or decisions based on GOTCHA outputs are taken at your own risk and discretion.

4.2 No Guarantees of Accuracy or Completeness: While ThePaymaster strives to ensure accuracy, we make no representations or warranties regarding the completeness, reliability, accuracy, or currency of information provided. Reports may contain errors or omissions, and information may be outdated by the time it is viewed.

4.3 Data Sources and Limitations: GOTCHA reports compile information from various public and private sources. ThePaymaster does not guarantee that all relevant information is included or that the information is free from errors.



4.4 Success-Risk Matrix Limitations: The Success-Risk Matrix and any positioning of entities or transactions therein represent qualitative assessments based on available information. They are not statistical models or predictive tools with quantifiable accuracy. Positioning on the matrix is intended as a strategic thinking aid rather than a definitive prediction of outcomes.

4.5 Compatibility Analysis Limitations: Compatibility assessments and "torture test" scenarios represent hypothetical analyses based on available information. They should be treated as strategic discussion points rather than definitive predictions of relationship dynamics.

4.6 Not a Substitute for Independent Verification: You acknowledge that GOTCHA is not a substitute for your own independent verification and due diligence processes. You retain ultimate responsibility for any decisions made based on GOTCHA reports, assessments, and recommendations. You further acknowledge that any failure to seek appropriate legal, regulatory, or financial guidance before taking action based on GOTCHA outputs is done at your own risk.

4.7 No Reliance: You expressly acknowledge that: (i) no representations outside this Agreement have been made regarding accuracy, reliability, or completeness of GOTCHA outputs; (ii) you have not relied upon any statement, promise, or representation by ThePaymaster not expressly included in this Agreement; and (iii) you are using GOTCHA outputs entirely at your own risk and judgement with no expectation of accuracy or completeness.

4.8 No Advisory Relationship: The provision of GOTCHA services creates no fiduciary duty, special relationship, or advisory obligation between ThePaymaster and you. Any communications, suggestions, or recommendations from ThePaymaster staff are subject to all limitations and disclaimers in this Agreement.

4.9 Information Currency: GOTCHA reports reflect information available at the time of preparation. Conditions, circumstances, and information regarding subjects may change after the report is delivered. ThePaymaster is under no obligation to update reports or notify you of changes.

4.10 AI-Generated Content: GOTCHA utilizes multiple artificial intelligence models to gather, analyse, and synthesize information. These models have inherent limitations and may not capture all nuances of complex situations. Human oversight is not part of the standard analysis process. You understand that reports may be generated entirely through automated means and may reflect simulated perspectives, reasoning, and interpretations. These outputs are designed to provoke insight, not deliver truth-certification or predict outcomes.

4.11 Contract and Document Analysis Limitations The GOTCHA Contract Analysis and Document Evaluation services:

a) Do not constitute legal review or legal opinion on any document; b) May not identify all risks, vulnerabilities, or compliance issues in any agreement; c) Utilize simulated perspectives that do not reflect how courts, regulators, or counterparties would necessarily interpret the document; d) Are not certified document authentication or forensic analysis services; e) Should be used only as a preliminary screening tool before obtaining qualified legal review; f) May employ hypothetical "torture test" or stress-test scenarios that represent extreme rather than typical interpretations or



applications; and g) Contract Analysis does not identify unenforceable clauses, assess jurisdictional enforceability, or guarantee dispute outcomes under any legal system.

4.12 Advanced AI System Disclosure GOTCHA utilizes multiple advanced AI systems, including large language models, to generate outputs. You specifically acknowledge that:

a) These systems may produce content that appears authoritative but may contain inaccuracies, misinterpretations, or logical errors; b) The AI systems may simulate different professional perspectives without actually consulting such professionals; c) GOTCHA outputs are synthetic and do not constitute real opinions from actual experts; d) The systems may occasionally "hallucinate" or generate content not supported by available data; e) Outputs are generated according to algorithmic patterns rather than human judgment; and f) The technology underlying these systems continues to evolve, with both capabilities and limitations changing over time.

4.13 Sentinel and Monitoring Service Limitations If you subscribe to GOTCHA Sentinel or any ongoing monitoring service:

a) ThePaymaster does not guarantee that all relevant developments, changes, or risks will be identified; b) The frequency and depth of monitoring is limited to the specific service tier purchased; c) You remain responsible for your own ongoing due diligence; d) Alerts and notifications are provided on a reasonable efforts basis and may not be real-time; e) Changes in entities, relationships, or circumstances may not be immediately reflected in monitoring outputs; f) ThePaymaster has no duty to provide updates beyond those specified in your service tier description; and g) Sentinel alerts are not a substitute for regulatory monitoring, law enforcement alerts, or financial crime surveillance tools.

4.14 ASK GOTCHA Interactive Feature Limitations The ASK GOTCHA interactive feature:

a) Provides responses based on limited information available at the time of query; b) Does not constitute a comprehensive analysis or fully-developed assessment; c) May provide different responses to similar questions based on phrasing, context, or system updates; d) Should be used for preliminary exploration rather than final decision-making; e) Is subject to all limitations and disclaimers applicable to other GOTCHA outputs; and f) Does not create any advisory relationship or duty of care beyond that specified in this Agreement.

4.15 Non-Reliance Framework You explicitly acknowledge and agree that:

a) No GOTCHA output constitutes a recommendation to take or refrain from any specific action; b) ThePaymaster makes no representation that any entity, transaction, or document evaluated through GOTCHA is suitable for your specific purposes; c) You will not make material business, investment, legal, or strategic decisions based solely on GOTCHA outputs without independent professional verification; d) Any decision to enter into a transaction, relationship, or agreement after reviewing a GOTCHA output is made entirely at your own discretion and risk; e) ThePaymaster cannot and does not guarantee that any entity, transaction, or document reviewed will perform, operate, or function as described in GOTCHA outputs; and f) You acknowledge that no GOTCHA output is intended to be relied upon as a standalone basis for entering into contracts, investments, or legal proceedings.

5. USER RESPONSIBILITIES

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5.1 You agree to: a) Use GOTCHA solely for lawful purposes in accordance with applicable laws and regulations; b) Provide accurate and complete information when submitting requests; c) Maintain the confidentiality of any reports or information received; d) Not redistribute, resell, or share GOTCHA reports with unauthorised third parties; e) Use GOTCHA reports as one source of information among others for decision-making; f) Independently verify critical information before making significant decisions.

5.2 You warrant that you have the necessary authority to submit data for analysis and that any files or information uploaded do not infringe upon third-party rights.

5.3 You acknowledge that ultimate responsibility for compliance and business decisions based on GOTCHA reports, assessments, and recommendations rests with you.

5.4 User Obligation to Verify: You assume full responsibility for verifying critical information before taking any action. Your failure to independently verify information from GOTCHA before making decisions constitutes negligence on your part, and you agree that any damages resulting from such failure are attributable to your own negligence rather than any inaccuracy in GOTCHA outputs.

5.5 Sophisticated User Acknowledgment: You represent and warrant that you are a sophisticated business user with experience in risk assessment, compliance, and due diligence matters. You have the knowledge, experience, and resources to properly evaluate information provided through GOTCHA and understand the inherent limitations of third-party intelligence services. You may be required to affirm your status as a business user or provide further confirmation of sophistication in order to access certain GOTCHA services.

If you are not acting in a business capacity and are using GOTCHA as a consumer, you acknowledge that the outputs are general in nature and not tailored to your personal circumstances. You agree to obtain professional advice where appropriate and not to rely solely on GOTCHA content for decisions that may carry material personal, financial, or legal consequences.

5.6 Prohibited Uses: You shall not use GOTCHA outputs: (i) for any unlawful purpose; (ii) to harass, defame, or intimidate any person or entity; (iii) to discriminate against any person; (iv) to make decisions prohibited by applicable law; or (v) in any manner that could reasonably be expected to damage ThePaymaster's reputation. Any such use constitutes a material breach of this Agreement.

5.7 Third-Party Use Restrictions You agree that:

a) GOTCHA outputs are licensed for your internal business use only; b) No third party is authorized to rely on any GOTCHA output for any purpose whatsoever; c) If you share any GOTCHA output with any third party, you will provide them with a copy of this Agreement and explicitly inform them of the non-reliance provisions; d) You will indemnify and hold harmless ThePaymaster from any claims, damages, or liabilities arising from third-party use of or reliance on any GOTCHA output shared by you; and e) You must not represent any GOTCHA output as an independent or certified opinion, legal analysis, or risk verification tool when sharing with others.

6. DATA PROTECTION AND PRIVACY



6.1 ThePaymaster processes personal data in compliance with the UK General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. ThePaymaster is registered with the Information Commissioner's Office (ICO) as a data controller under reference ZB877477.

6.2 In submitting information to GOTCHA: a) You confirm you have a lawful basis for sharing any personal data; b) You acknowledge that any personal data submitted will be processed for the purpose of conducting the requested analysis; c) You understand that ThePaymaster may retain data and reports as required for legal and compliance purposes.

6.3 ThePaymaster has achieved certification under the UK's Cyber Essentials scheme, demonstrating our commitment to maintaining robust cybersecurity standards for all data processed through GOTCHA.

6.4 Both parties acknowledge they act as independent data controllers for their respective processing activities. This means each party is independently responsible for complying with applicable data protection laws regarding the personal data they process, including providing appropriate privacy notices, securing data, and responding to data subject requests.

6.5 For further information on how we process personal data, please review our Privacy Policy at <https://thepaymaster.co.uk/privacy-policy/>.

6.6 Multi-LLM Processing: You acknowledge that GOTCHA utilizes a multi-LLM (Large Language Model) architecture, which may involve processing your data through multiple AI models operated by ThePaymaster or by third parties under appropriate data protection agreements. ThePaymaster implements measures to ensure the security of your data throughout this process.

6.7 Automated Processing Consent: You acknowledge that GOTCHA uses automated processing, including profiling and risk scoring algorithms. You expressly consent to such automated processing and understand that reports may be generated without human review. If you wish to contest any decision based on automated processing or request human review, you may contact us at any time.

6.8 AI and Automated Processing Framework In addition to existing data protection provisions:

a) You acknowledge that GOTCHA processes data using AI systems that may retain information for training, optimization, and system improvement purposes; b) ThePaymaster implements technical and organizational measures to protect personal data in compliance with UK GDPR requirements; c) You have obtained any necessary consents to submit personal data for processing through GOTCHA's AI systems; d) You acknowledge that certain AI processing may occur outside the UK/EEA under appropriate safeguards; and e) ThePaymaster will make available, upon request, additional information about data retention periods, security measures, and data protection impact assessments related to GOTCHA's AI processing.

6.9 Document Upload Processing When you upload documents for GOTCHA analysis:

a) You warrant that you have the legal right to share all content contained in those documents; b) You acknowledge that documents may be processed by multiple AI systems for analysis; c) ThePaymaster will retain uploaded documents only for the period necessary to perform the requested analysis and for a reasonable period thereafter for customer service purposes; d)



ThePaymaster will implement appropriate security measures to protect uploaded documents during processing; and e) ThePaymaster will not use the substantive content of your documents to train public AI models. Data is retained solely within our secured processing environment under GDPR-compliant protocols.

7. INTELLECTUAL PROPERTY

7.1 All rights, title, and interest in GOTCHA, including all intellectual property rights, remain the exclusive property of ThePaymaster. This includes, without limitation, all methodologies, frameworks, models, matrices, processes, systems, and analytical approaches used in or developed through the GOTCHA service.

7.2 Reports, assessments, and recommendations generated by GOTCHA are licensed to you for your internal business use only. You may: a) Use the outputs for your own internal due diligence, risk assessment, strategic planning, and compliance purposes; b) Derive insights and conduct internal analyses based on the outputs; c) Store copies of outputs for audit and record-keeping purposes.

7.3 You may not: a) Reproduce, distribute, or display GOTCHA outputs to external parties except as required by law or regulatory authorities; b) Modify or create derivative works from GOTCHA outputs for external distribution; c) Resell, sublicense, or commercialise GOTCHA outputs or data; d) Reverse engineer, decompile, or attempt to extract the underlying models, algorithms, or methodologies of the GOTCHA service.

7.4 Any feedback, suggestions, or ideas you provide regarding GOTCHA may be used by ThePaymaster without obligation to you.

7.5 Proprietary Elements: You acknowledge that certain elements of the GOTCHA service, including but not limited to the Success-Risk Matrix, Compatibility Assessment Framework, Torture Test Methodology, and Dynamic Contract Analysis System, are proprietary to ThePaymaster and protected by intellectual property laws.

8. DISCLAIMERS

8.1 As-Is Service: GOTCHA is provided on an "as is" and "as available" basis, without warranties of any kind, whether express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, non-infringement, or error-free operation. GOTCHA is not a regulated financial service, investment advice platform, or legal service provider. It is a strategic intelligence tool only.

8.2 No Regulatory Compliance Guarantee: Use of GOTCHA does not guarantee compliance with any laws or regulations. ThePaymaster makes no representation that use of GOTCHA will satisfy your legal or regulatory obligations.

8.3 No Verification of Third-Party Content: ThePaymaster does not validate or verify the accuracy of information from third-party sources incorporated into GOTCHA outputs.

8.4 Non-Endorsement: Inclusion of information about any entity in GOTCHA outputs does not constitute an endorsement, recommendation, or representation about that entity's character, financial stability, or legitimacy.

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8.5 Success and Compatibility Assessments: Success probability analyses, compatibility assessments, and torture test scenarios are qualitative evaluations based on available information and theoretical models. They should not be interpreted as guarantees, predictions, or forecasts. In particular, Contract Analysis outputs do not constitute a legal opinion or binding interpretation of any agreement. Any stress-test or clause vulnerability identified is hypothetical in nature and may not reflect how a court or regulator would assess the agreement.

8.6 Strategic Recommendations: Any strategic recommendations or suggestions provided through GOTCHA are offered as potential considerations only. Implementation, adaptation, and ultimate decision-making responsibility rests with you. This includes any suggestions made in relation to contract structure, risk clauses, litigation simulations, or document authenticity indicators. Final responsibility for legal interpretation, regulatory compliance, or document acceptance lies solely with the user and their professional advisors.

8.7 No Representations Outside Agreement: You acknowledge that any sample reports, marketing materials, presentations, or statements about GOTCHA's capabilities are for illustrative purposes only and not guarantees of performance, accuracy, or results. You have not relied on any representation, warranty, statement, or promise regarding GOTCHA not expressly set forth in this Agreement.

8.8 Regulated Activities Demarcation GOTCHA is not:

a) A regulated financial service under the Financial Services and Markets Act 2000 or any successor legislation; b) A provider of investment advice as defined by the Financial Conduct Authority; c) A legal services provider or substitute for qualified legal counsel; d) A credit rating agency or provider of certified credit assessments; e) An auditing or accounting service; or f) A regulated due diligence or KYC/AML verification service.

Any terminology in GOTCHA outputs that resembles language used in regulated services (such as "rating," "verification," or "assessment") is used in its ordinary descriptive sense and does not indicate the provision of a regulated service.

GOTCHA does not perform AML checks that satisfy regulatory obligations under the Money Laundering Regulations 2017. Any references to "transaction risk," "red flags," or "KYC concerns" are descriptive and non-certifying.

9. LIMITATION OF LIABILITY

9.1 To the maximum extent permitted by law, ThePaymaster shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, business opportunities, or anticipated savings, arising out of or in connection with your use of GOTCHA.

9.2 ThePaymaster's total liability to you for all claims arising from or related to this Agreement or your use of GOTCHA shall not exceed the fees paid by you for the specific GOTCHA service giving rise to the claim.

9.3 ThePaymaster expressly disclaims liability for: a) Decisions or actions taken based on GOTCHA outputs; b) Inaccuracies, errors, or omissions in the information provided; c) Delays, interruptions,



or unavailability of the service; d) Any losses resulting from reliance on GOTCHA outputs; e) The performance or actions of any entity evaluated by GOTCHA; f) Any outcomes of relationships or transactions entered into following GOTCHA assessments.

9.4 Acknowledgment of Proportionality: You expressly acknowledge that the fees charged for GOTCHA services are modest in comparison to the potential financial decisions you might make using the information, and that the limitations of liability herein reflect this commercial reality and are fair and reasonable given the nature of the service. You acknowledge that the scope, depth, and cost of GOTCHA services are not commensurate with regulated audits or licensed legal/financial opinions. This proportionality applies equally whether you are acting as a business or consumer user.

9.5 Nothing in this Agreement excludes liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

10. INDEMNIFICATION

10.1 You agree to indemnify, defend, and hold harmless ThePaymaster, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, costs, or expenses (including reasonable solicitor's fees) arising from: a) Your use of GOTCHA; b) Your violation of this Agreement; c) Your violation of any rights of a third party; d) Your upload or submission of information to GOTCHA; e) Any decisions or actions you take based on GOTCHA outputs.

11. TERM AND TERMINATION

11.1 This Agreement remains in effect for as long as you use the GOTCHA service.

11.2 ThePaymaster may suspend or terminate your access to GOTCHA at any time, with or without cause, without notice or liability to you.

11.3 Upon termination, sections 3, 4, 5, 6, 7, 8, 9, 12, 13, 14, 15, and 16 of this Agreement shall survive.

12. MODIFICATIONS TO THE AGREEMENT

12.1 ThePaymaster reserves the right to modify this Agreement at any time. Changes will be posted on our website and, where appropriate, notified to you.

12.2 Material changes to this Agreement will be communicated to you via email at the address associated with your account and will be prominently displayed on the website for at least 30 days before taking effect.

12.3 Your continued use of GOTCHA after such changes constitutes acceptance of the modified Agreement.

12.4 No Course of Dealing: No failure or delay by ThePaymaster in exercising any right under this Agreement, no custom or practice of the parties, and no course of dealing shall constitute a waiver or modification of this Agreement, regardless of duration or frequency.

13. GOVERNING LAW AND DISPUTE RESOLUTION

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13.1 This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

13.2 Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13.3 Exclusive Forum: Any legal action arising from or related to this Agreement or the GOTCHA service shall be filed exclusively in the courts located in London, England. You consent to the personal jurisdiction of such courts and waive any objection to such forum based on inconvenience, lack of personal jurisdiction, or improper venue.

13.4 Class Action Waiver: To the maximum extent permitted by law, you agree to resolve any dispute with ThePaymaster on an individual basis and waive any right to participate in any class, group, or representative action or proceeding.

13.5 Time Limitation for Claims: Any cause of action or claim you may have arising out of or relating to this Agreement or GOTCHA must be commenced within twelve (12) months after the cause of action accrues, otherwise such cause of action or claim is permanently barred.

14. ELECTRONIC SIGNATURES AND LEGAL EFFECT

14.1 By proceeding with the purchase of any GOTCHA service, including completing payment processing and checking the terms acceptance box during checkout, you consent electronically to this Agreement.

14.2 You acknowledge that your electronic acceptance constitutes a valid and binding electronic signature equivalent to a handwritten signature under applicable laws, including the UK's Electronic Communications Act 2000 and the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (UK eIDAS).

14.3 You agree that electronic communications, transactions, and signatures are legally enforceable to the fullest extent permitted by law and satisfy any legal requirement for agreements to be in writing.

14.4 You confirm that you have the necessary equipment and software to access, read, and retain a copy of this Agreement electronically.

14.5 ThePaymaster maintains secure records of your acceptance of this Agreement, including timestamps and other authentication data, to provide evidence of consent and compliance with applicable laws. These records will be retained for a period of six (6) years following termination of the Agreement.

15. GENERAL PROVISIONS

15.1 Entire Agreement and Integration This Agreement, together with the Privacy Policy and any service-specific terms, constitutes the entire agreement between you and ThePaymaster regarding the GOTCHA service. You acknowledge that:

a) You have not relied upon any statement, promise, or representation made or given by or on behalf of ThePaymaster that is not set out in this Agreement; b) No sales materials, marketing content, demonstrations, or samples constitute part of this Agreement; c) Examples,

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visualizations, or sample reports are illustrative only and do not represent guaranteed outcomes or results; and d) This Agreement supersedes all previous agreements, arrangements, and understandings between the parties regarding the GOTCHA service.

15.2 No Waiver: ThePaymaster's failure to enforce any right or provision of this Agreement shall not be considered a waiver of such right or provision.

15.3 Assignment: You may not assign or transfer this Agreement without ThePaymaster's prior written consent. ThePaymaster may assign its rights and obligations under this Agreement without your consent.

15.4 Force Majeure: ThePaymaster shall not be liable for any failure to perform its obligations if such failure results from circumstances beyond its reasonable control, including but not limited to natural disasters, pandemics, acts of government, civil unrest, terrorist attacks, riots, war, strikes or labour disputes, cyber-attacks, internet or power failures, and acts of God.

15.5 No Third-Party Beneficiaries: This Agreement is solely for the benefit of you and ThePaymaster. No person or entity that is the subject of or mentioned in any GOTCHA output shall be deemed a third-party beneficiary of this Agreement or have any rights to enforce any term of this Agreement.

15.6 Expert Testimony: GOTCHA outputs are not intended to serve as expert opinions for litigation purposes. You agree not to request, subpoena, or otherwise attempt to compel ThePaymaster or its employees to provide expert testimony or opinions regarding any GOTCHA output without ThePaymaster's prior written consent and appropriate compensation. GOTCHA reports shall not be construed as expert or certified due diligence reports. GOTCHA reports are not admissible as certified expert evidence in any legal or regulatory setting and must not be presented as such without ThePaymaster's prior written consent.

15.7 Compliance with Local Laws: You are solely responsible for ensuring your use of GOTCHA complies with all applicable local laws in your jurisdiction. If any provision of this Agreement is unenforceable in your jurisdiction, you agree either to comply with the Agreement regardless of local enforceability or to cease using GOTCHA.

15.8 Contact Information: For questions about this Agreement, please contact ThePaymaster at info@thepaymaster.co.uk.

15.9 Consumer Use Acknowledgment: GOTCHA is designed and priced for business users. If you are using this service as a consumer under applicable UK or EU law, you acknowledge that the outputs are general in nature, that you have not been advised personally by ThePaymaster, and that your use of the service does not create any duty of care or special reliance relationship beyond what is permitted under this Agreement. This Agreement does not create any fiduciary, agency, or joint venture relationship under US or international law.

16. SEVERABILITY AND SURVIVAL

16.1 If any provision of this Agreement is found to be unenforceable or invalid by any court or regulatory authority, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions will remain in full force and effect.



16.2 In the event of any provision being severed, the parties shall negotiate in good faith to replace the invalid provision with a substitute provision that comes as close as possible to the intention of the severed provision.

16.3 The provisions of Sections 3 (Limitations of Service), 4 (User Responsibilities), 6 (Intellectual Property), 7 (Disclaimers), 8 (Limitation of Liability), 9 (Indemnification), 12 (Governing Law), 14 (General Provisions), and 15 (Severability) shall survive the termination of this Agreement.

17. ACCEPTANCE OF TERMS

By proceeding with the purchase of any GOTCHA service, including completing payment processing, you confirm you have read, understood, and fully accept this Agreement. During the purchase process, you will be required to check a box confirming your acceptance of these terms as part of the payment flow.

Last Updated: 3rd April 2025