

Forensic Engagement Terms

Version: 0.2.2.

1. Definitions

1.1 Capitalized terms used but not defined in this document have the meaning given in the Terms of Service (<https://foreshock.tech/legal/terms>).

1.2 "Engagement" means the specific forensic investigation engagement between Foreshock and the Client governed by this document, entered into when the Client submits a forensics request, whether as an authenticated Client (<https://foreshock.tech/app/reports>) or anonymously (<https://foreshock.tech/forensics>). Each forensics request is a separate Engagement.

1.3 "Draft" means the system-generated output of Foreshock's automated forensic pipeline, before independent human review.

1.4 "Reviewer" means the qualified Foreshock reviewer who independently verifies a Draft before delivery.

1.5 This document governs an Engagement in addition to, and not in place of, the Terms of Service. The Client accepts this document separately from the general Acceptance Flow checkbox described in the Terms of Service.

2. Scope of Service

2.1 Based on the exploit contract address, transaction hash(es), and policy text the Client submits, Foreshock will:

2.1.1 independently parse the submitted transaction(s) on the chain the Client specifies;

2.1.2 calculate a verified loss amount from the on-chain data, and disclose explicitly if any part of the loss could not be priced, rather than excluding it without disclosure;

2.1.3 check the transaction pattern against Foreshock's own historical incident ledger;

2.1.4 have a Reviewer independently verify the Draft, including the transaction and contract match, the loss figure, the pattern match, and whether the Client's policy text addresses the loss, before any Report is delivered, in accordance with Foreshock's published review protocol

(<https://foreshock.tech/forensics/review-protocol>);

2.1.5 deliver a Report stating what the evidence shows, the verified loss and how it was derived, whether that evidence is consistent with the specific clause(s) of the Client's policy text, and a stated confidence level.

2.2 The Engagement is limited to the chain(s) Foreshock's pipeline supports at the time of submission, as published on <https://foreshock.tech/forensics>, and to the specific contract address and transaction hash(es) submitted.

2.3 The Engagement does not include representing the Client to an insurer, decentralized autonomous organization, or counterparty; negotiating a claim on the Client's behalf; or any activity beyond producing the Report.

3. What the Report Is Not

3.1 The Report is Foreshock's independent analysis of on-chain evidence against the policy text the Client provided.

3.2 The Report is not a decision on the Client's claim, is not an instruction on what the Client should do, and is not legal advice on how a court or arbitrator would interpret the Client's policy.

3.3 The Report does not guarantee that any insurer, decentralized autonomous organization, or counterparty will accept its Determination, or that any particular outcome will result from it.

3.4 The Client's coverage decision remains the Client's own. The Report is evidence for that decision, not a substitute for it.

4. Client Responsibilities

4.1 The Client is responsible for the accuracy of what it submits, including the correct contract address, transaction hash(es), and the current text of its policy.

4.2 Foreshock's independent verification under clause 2.1.4 checks Foreshock's own work against the raw transaction data. It relies on the Client to submit the correct transaction(s) and the actual policy language. A Report built on a mismatched or outdated submission reflects that mismatch, not a fault in the review process, and Foreshock's liability under clause 8 does not extend to a Determination based on inaccurate Client input.

5. Fees and Payment

5.1 An Engagement is quoted individually and is not sold at a fixed subscription price.

5.2 A quote is prepared for the Client's specific request. The Client is charged only once it accepts the quote, through Foreshock's payment processor.

5.3 Turnaround depends on case complexity. The Client receives a time estimate with its quote; the estimate is not a fixed guarantee.

6. Confidentiality

6.1 The contract address, transaction hash(es), policy text, and contact details the Client submits are used only to produce and deliver the Report, and are retained as part of the Engagement record under clause 4 of the Privacy Policy. Foreshock will not publish, share, or use this information for any other purpose.

6.2 The contract address and transaction hash(es) are, by their nature, looked up against public blockchain infrastructure and public pricing data as part of the investigation, as described in clause 3 of the Privacy Policy. This is inherent to the investigation and is not a disclosure of information that is not already public on-chain.

7. Amendments and Disputes

7.1 If the Reviewer's independent verification produces a loss figure, pattern match, or conclusion different from the Draft, the delivered Report reflects the Reviewer's finding, and records what changed from the Draft and why.

7.2 If the Client disputes a delivered Determination, the Client may contact Foreshock. The case is escalated for a fresh independent review pass against the same protocol; this is not a negotiation over the existing conclusion. The outcome of a re-review is recorded in the same manner as any other review, including where it confirms the original finding.

8. Limitation of Liability

8.1 To the maximum extent permitted by law, Foreshock's total liability arising from an Engagement, including any error, delay, or dispute over a Report's Determination, is limited to the amount the Client paid for that specific Engagement.

8.2 Foreshock is not liable for indirect, incidental, consequential, or special damages, including a denied or disputed insurance claim, lost coverage, or any decision made by the Client or a third party in reliance on the Report, even if advised of the possibility of such damages.

8.3 This clause does not apply to liability that cannot be limited by law, and does not limit the Client's right to a re-review under clause 7.2.

8.4 This clause is governed by, and is intended to satisfy the reasonableness requirement of, the Unfair Contract Terms Act 1977, given the governing law stated in clause 9.

9. Governing Law and Dispute Resolution

9.1 This document is governed by the laws of England and Wales.

9.2 Any dispute arising out of or in connection with an Engagement, including any question regarding the existence, validity, or termination of this document, will be referred to and finally resolved by arbitration under the Arbitration Rules of the Stockholm Chamber of Commerce (SCC). The seat of arbitration is Stockholm, Sweden. The arbitral tribunal will consist of one arbitrator. The language of the arbitration will be English.

9.3 This choice of governing law and forum is independent of Foreshock's jurisdiction of incorporation and applies regardless of where Foreshock is incorporated from time to time.

10. Acceptance

10.1 Submitting a forensics request requires accepting this document, separately from the general Acceptance Flow checkbox described in the Terms of Service. Both are recorded against the specific request at the time of submission.