

Terms of Service

Version: 0.4.0.

These terms describe the Service as it operates today.

1. Definitions

1.1 "Foreshock" means the person or entity operating the Service from time to time, together with its successors and assigns, regardless of where Foreshock is incorporated or based at any given time.

1.2 "Service" means Foreshock's risk-intelligence product, comprising the public library and scoreboard, the monitoring and alerting product, and the forensics investigation product.

1.3 "you" or "Client" means the person or entity accessing or using the Service.

1.4 "Methodology" means Foreshock's published risk-scoring methodology, as amended and versioned from time to time and published as the Methodology summary at <https://foreshock.tech/methodology>.

1.5 "Score" means a numerical risk assessment produced for a protocol under the Methodology.

1.6 "Alert" means a notification generated by the monitoring product under a Client's configured alert preferences.

1.7 "Report" means a forensic investigation report delivered to a Client under an Engagement, as defined in and governed by the Forensic Engagement Terms.

1.8 "Determination" means the conclusion stated in a Report following independent review under the Forensic Engagement Terms, as distinct from any unreviewed system-generated draft.

1.9 "Engagement" means a specific forensic investigation engagement between Foreshock and a Client, governed by the Forensic Engagement Terms in addition to these terms.

2. What the Service Is and Is Not

2.1 Foreshock provides research and analysis: Scores, Methodology documentation, incident and audit history, Alerts, and Reports.

2.2 Foreshock is not a financial adviser, legal adviser, or insurance adviser. Nothing in the Service is financial, legal, or insurance advice.

2.3 No Score, Alert, or Report is a guarantee of any outcome, including that a protocol assigned a lower-risk Score will not be exploited, or that a Report's Determination will be accepted by any insurer, decentralized autonomous organization, or counterparty.

2.4 The Service states what the available evidence shows, in observational terms. You are responsible for your own decisions, including whether and how to rely on the Service.

3. Accounts and Eligibility

3.1 An account is required to use the monitoring product or to submit a forensics request as an authenticated Client. Anonymous forensics requests do not require an account.

3.2 You are responsible for keeping your account credentials secure and for all activity under your account.

3.3 You may delete your account at any time from <https://foreshock.tech/app/settings>. The Privacy Policy states what account deletion does and does not remove.

3.4 Foreshock may suspend or terminate an account for breach of these terms, including the Acceptable Use restrictions in clause 4.4.

4. Rights and Obligations of the Parties

4.1 Foreshock's rights. Foreshock may suspend or terminate an account for breach of these terms, as stated in clause 3.4, and may amend these terms as stated in clause 14.

4.2 Foreshock's obligations. Foreshock will operate the Service consistently with the Methodology as published at the time each Score, Alert, or Report is generated.

4.3 Client's rights. You may use the Service in accordance with the Methodology as published, delete your account and associated data as stated in clause 3.3, and dispute a Report's Determination as provided in the Forensic Engagement Terms.

4.4 Client's obligations (Acceptable Use). You agree not to:

4.4.1 scrape, systematically extract, or redistribute the library, scoreboard, or any Foreshock content or data for a competing product, a derivative dataset, or resale, without a separate written agreement;

4.4.2 reverse-engineer the Methodology in order to circumvent it, misrepresent it, or present Foreshock's analysis as your own without attribution where attribution is expected;

4.4.3 use the Service to violate any law applicable to you, or to misrepresent a Score, Alert, or Report as something it is not, including as a regulatory approval, an insurance underwriting decision, or investment advice;

4.4.4 interfere with the Service's operation, including by making excessive automated requests outside any separately agreed API terms.

4.5 Accuracy of information. You are responsible for the accuracy of information you submit to the Service, including watchlist and position data, contact details, and protocol information submitted through a coverage or protocol-check request. Foreshock's liability under clause 10 does not extend to a Score, Alert, Report, or other output affected by inaccurate information you submitted.

5. Fees and Payment

5.1 Monitoring is offered on paid subscription tiers, billed monthly or annually through Foreshock's payment processor, at the pricing published at <https://foreshock.tech/pricing>.

5.2 You may upgrade, downgrade, or cancel a subscription from <https://foreshock.tech/app/settings>. Cancellation takes effect at the end of the current billing period, not immediately, unless stated otherwise at checkout.

5.3 A failed payment may result in a grace period followed by cancellation if not resolved.

5.4 Fees and payment terms for a forensic Engagement are governed by the Forensic Engagement Terms, not this document.

6. Term and Termination

6.1 These terms apply for as long as you hold an account or otherwise use the Service.

6.2 You may terminate by deleting your account under clause 3.3. Foreshock may terminate or suspend your account under clause 3.4.

6.3 Clauses 7 (Intellectual Property), 8 (Disclaimer of Warranties), 9 (Indemnification), 10 (Limitation of Liability), and 11 (Governing Law and Dispute Resolution) survive termination.

7. Intellectual Property

7.1 The Methodology, the Scores and rationale it produces, the compiled presentation of the incident and audit ledger, and the Service's software and design are Foreshock's property.

7.2 Content you submit to the Service, including contact messages, forensics request details, and watchlist selections, remains your property. You grant Foreshock the license needed to use that content to provide the Service to you, including, for a forensics request, to generate and deliver the Report.

8. Disclaimer of Warranties

8.1 Basis of the Service. Each Score, Alert, and Report is generated in accordance with Foreshock's published risk-assessment Methodology, as amended and versioned from time to time and published as the Methodology summary at <https://foreshock.tech/methodology>. Foreshock warrants that the Service is operated consistently with that published Methodology.

8.2 No warranty of outcome. Except as expressly stated in clause 8.1, the Service is provided "as is" and "as available," without warranty of any kind, whether express, implied, or statutory, including any implied warranty of satisfactory quality, fitness for a particular purpose, accuracy, or non-infringement. Foreshock does not warrant that any Score, Alert, or Report is complete, error-free, or uninterrupted, or that it will predict, prevent, or detect any exploit, loss, or other adverse event.

9. Indemnification

9.1 You will indemnify and hold Foreshock harmless from any claim, loss, or expense arising from your breach of clause 4.4 (Acceptable Use).

10. Limitation of Liability

10.1 To the maximum extent permitted by law, Foreshock's total liability arising from your use of the Service, including any Score, Alert, or Report, is limited to the amount you paid Foreshock in the twelve months before the claim arose.

10.2 Foreshock is not liable for indirect, incidental, consequential, or special damages, including lost profits or losses from a coverage or investment decision made in reliance on the Service, even if advised of the possibility of such damages.

10.3 Nothing in this clause limits liability that cannot be limited by law.

10.4 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 11.

11. Governing Law and Dispute Resolution

11.1 These terms are governed by the laws of England and Wales.

11.2 Any dispute arising out of or in connection with these terms, including any question regarding their existence, validity, or termination, 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.

11.3 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.

12. Force Majeure

12.1 Foreshock is not liable for any failure or delay in performing the Service caused by events beyond its reasonable control, including infrastructure or network outages, failure of a third-party data source or payment processor, or events affecting the public blockchain infrastructure the Service relies on.

13. General

13.1 Severability. If any clause of these terms is held unenforceable, the remaining clauses continue in full force and effect.

13.2 Entire agreement. These terms, together with the Forensic Engagement Terms and the Privacy Policy where applicable, constitute the entire agreement between you and Foreshock regarding the Service.

13.3 Assignment. Foreshock may assign these terms in connection with a merger, acquisition, or sale of assets. You may not assign these terms without Foreshock's consent.

13.4 Notices. Foreshock may give notice to you via the email address associated with your account, or by posting on the Service.

14. Changes to These Terms

14.1 Foreshock may update these terms as the Service changes. A material change is reflected here with an updated version number. Continued use of the Service after a change constitutes acceptance of the update.

15. Contact

15.1 Questions about these terms: contact@foreshock.tech, or via <https://foreshock.tech/contact>.

16. Risk Disclaimer

16.1 Foreshock provides protocol risk research, monitoring, and related analytical services. Assessments are based on available information and may be incomplete, delayed, incorrect, or affected by information that is not publicly available.

16.2 A risk band is not a guarantee that a protocol is safe or unsafe: protocols assessed as lower risk may still suffer exploits, failures, governance attacks, insolvency, or other losses.

16.3 Foreshock does not provide financial, investment, legal, tax, or regulatory advice. Users remain responsible for their own decisions, due diligence, and risk controls.

17. Responsible Disclosure

17.1 Platform security reports. Include a description, reproduction steps, the affected component, the impact, and supporting evidence. Do not access other users' data, disrupt the Service, or publicly disclose before Foreshock has had reasonable opportunity to review. Send platform security reports to contact@foreshock.tech.

17.2 Assessment evidence reports. Include the protocol, the statement believed incorrect, supporting primary evidence, the date the evidence became available, and the requested correction. Submission does not guarantee a change. Assessment evidence reports can be sent through <https://foreshock.tech/contact>.