

Devicer Intelligence Suite

Terms of Service

Gateway Corporate Solutions LLC

March 2026

Contents

Devicer Intelligence Suite Terms of Service	1
1. Scope and Covered Software	2
2. Definitions	2
3. License Grant	2
4. License Restrictions	3
5. Acceptable Use	3
6. Prohibited Uses	3
7. Privacy, Data Protection, and Security (Recommendations)	4
8. Third-Party Data and Service Dependencies	4
9. Subscription, Billing, and Renewal	4
10. Intellectual Property	4
11. Export Controls and Compliance	5
12. Disclaimer of Warranties	5
13. Limitation of Liability	5
14. Indemnification	5
15. Termination	6
16. Dispute Resolution and Arbitration	6
17. Governing Law	6
18. Changes to Terms	6
19. General Provisions	7
20. Contact	7

Devicer Intelligence Suite Terms of Service

Last Updated: March 13, 2026

These Terms of Service (“Terms”) are a legal agreement between Gateway Corporate Solutions LLC (“Gateway,” “GCS,” “we,” “us,” or “our”) and the individual or entity

accepting these Terms (“Licensee,” “you,” or “your”) for access to and use of the commercial licensed components of the Devicer Intelligence Suite.

By purchasing, activating, or using a commercial license key, you agree to be bound by these Terms.

1. Scope and Covered Software

1.1 These Terms apply only to commercial license access (including Pro and Enterprise tiers sold through Polar) for the following software components (collectively, the “Software”):

1. FP-Devicer
2. IP-Devicer
3. TLS-Devicer
4. FP-Snatch

1.2 These Terms do not govern fp-cicis and do not govern open-source licensing terms distributed with any repository (including the DON’T BE A DICK PUBLIC LICENSE). Open-source components remain subject to their applicable open-source license terms.

2. Definitions

2.1 “License Key” means a key issued by Gateway or its authorized billing provider to enable commercial feature access.

2.2 “Subscription” means your paid commercial plan for the Software.

2.3 “Server” means one deployed production server environment where commercial-licensed functionality is executed.

2.4 “Sanctions Laws” means applicable U.S., E.U., and U.K. sanctions and export control laws, including OFAC restrictions.

3. License Grant

3.1 Subject to your ongoing compliance with these Terms and payment obligations, Gateway grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software during the active Subscription term.

3.2 Tier limits:

1. Pro: one (1) production server, unlimited tracked devices.
2. Enterprise: unlimited production servers, unlimited tracked devices.

3.3 The license is granted solely for your internal business operations unless Gateway separately agrees in writing.

4. License Restrictions

You must not, and must not permit any third party to:

1. Share, rent, lease, sell, sublicense, assign, or transfer License Keys.
2. Circumvent, disable, tamper with, or remove license enforcement logic, server limits, or feature gating.
3. Misrepresent tier entitlement or attempt unauthorized access to Pro or Enterprise functionality.
4. Use the Software in violation of applicable law, regulation, court order, or governmental directive.
5. Use the Software for any purpose prohibited under Section 6.

5. Acceptable Use

Subject to these Terms, the Software may be used for legitimate purposes such as:

1. Fraud detection and fraud prevention.
2. Bot detection and abuse prevention.
3. Account security, session integrity, and access control.
4. Internal risk scoring and security analytics.
5. Operational monitoring and consistency checks.

6. Prohibited Uses

You may not use, and may not authorize others to use, the Software:

1. To build, operate, or distribute stalkerware, spyware, or covert consumer surveillance tooling.
2. To perform discriminatory profiling or adverse decisioning based on protected characteristics under applicable law.
3. To create or resell a derivative surveillance SaaS platform that materially replicates commercial functionality of the Software without an express written agreement from Gateway.
4. To track, identify, or monitor individuals without a lawful legal basis and all required notices or consents under applicable law.
5. If you are a sanctioned person/entity, located in a sanctioned jurisdiction, or otherwise prohibited under Sanctions Laws.
6. For malicious, unlawful, or abusive tracking, targeting, harassment, intimidation, or exploitation.
7. In furtherance of, or in connection with, any criminal activity or offense under applicable law.

Any use reasonably determined by Gateway to present substantial risk of harm, unlawful surveillance, or rights violations is prohibited.

7. Privacy, Data Protection, and Security (Recommendations)

7.1 Gateway strongly recommends that Licensees:

1. Maintain a clear privacy policy disclosing fingerprinting and enrichment processing.
2. Comply with applicable privacy and data protection laws (including GDPR, CCPA/CPRA, and similar frameworks where applicable).
3. Apply data minimization, retention limits, and access controls.
4. Conduct DPIAs or equivalent assessments where risk profiles warrant them.
5. Implement incident response and breach notification processes suitable for their legal obligations.

7.2 You acknowledge that you, not Gateway, determine the purposes and means of your processing and remain solely responsible for legal compliance in your environment.

8. Third-Party Data and Service Dependencies

8.1 The Software may interact with third-party data or endpoints, including but not limited to MaxMind datasets, Tor exit node lists, RDAP services, and other external sources.

8.2 Gateway does not control and does not guarantee the accuracy, availability, completeness, timeliness, or fitness of third-party data and services.

8.3 You are solely responsible for how you rely on third-party signals and for validating decisions derived from those signals.

9. Subscription, Billing, and Renewal

9.1 Commercial subscriptions are billed via Polar (or another authorized provider designated by Gateway).

9.2 Unless otherwise stated at purchase, subscriptions renew automatically at the end of each billing cycle.

9.3 You may cancel renewal at any time through your billing portal. Cancellation takes effect at the end of the current paid term.

9.4 Except where required by law, fees are non-refundable once a billing cycle begins.

9.5 Gateway may change pricing on prospective renewal with prior notice.

10. Intellectual Property

10.1 Gateway and its licensors retain all right, title, and interest in and to the commercial licensing systems, branding, and all associated intellectual property rights.

10.2 These Terms grant only a limited right to use the Software and do not transfer ownership.

10.3 No trademark, trade name, logo, or brand license is granted except as expressly authorized in writing.

11. Export Controls and Compliance

11.1 You must comply with all applicable export control and sanctions laws, including U.S. Export Administration Regulations.

11.2 You represent and warrant that you are not prohibited from receiving or using the Software under applicable law.

12. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SOFTWARE IS PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS, AND GATEWAY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND QUIET ENJOYMENT.

GATEWAY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT SIGNALS, SCORES, OR CLASSIFICATIONS WILL BE CORRECT FOR ANY PARTICULAR OUTCOME.

13. Limitation of Liability

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GATEWAY SHALL HAVE NO LIABILITY FOR ANY DAMAGES, LOSSES, COSTS, OR CLAIMS OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, LOST REVENUE, LOST DATA, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATED TO THE SOFTWARE OR THESE TERMS.

13.2 THIS DISCLAIMER APPLIES REGARDLESS OF THE FORM OF ACTION AND EVEN IF GATEWAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.3 NOTHING IN THESE TERMS EXCLUDES LIABILITY THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

14. Indemnification

You will defend, indemnify, and hold harmless Gateway, its affiliates, and their officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys’ fees) arising from or related to:

1. Your use of the Software.
2. Your breach of these Terms.
3. Your violation of law, privacy rights, or third-party rights.
4. Your prohibited or high-risk deployment practices.

15. Termination

15.1 These Terms remain in effect while your Subscription is active, unless terminated earlier.

15.2 Gateway may suspend or terminate your access immediately if:

1. You breach these Terms.
2. You fail to pay applicable fees.
3. Gateway reasonably determines your use creates legal, security, or abuse risk.
4. Continued service would violate applicable law.

15.3 Upon termination, your license ends immediately and you must cease use of commercial-licensed functionality.

16. Dispute Resolution and Arbitration

16.1 Informal Resolution. Before filing a claim, either party will provide written notice of dispute and allow at least thirty (30) days for good-faith informal resolution.

16.2 Binding Arbitration. Any dispute not resolved informally shall be finally resolved by binding arbitration administered by AAA or JAMS under applicable commercial arbitration rules, as elected by the filing party.

16.3 Seat and Venue. The seat of arbitration is Missouri, USA. Proceedings will be conducted in English.

16.4 Class Action Waiver. Disputes must be brought on an individual basis only. To the maximum extent permitted by law, each party waives any right to participate in a class, collective, representative, or private-attorney-general action.

16.5 Jury Trial Waiver. To the extent any dispute is permitted in court, each party waives the right to trial by jury.

17. Governing Law

These Terms and any non-arbitrable disputes are governed by the laws of the State of Missouri, USA, without regard to conflict-of-laws principles.

18. Changes to Terms

Gateway may update these Terms from time to time. For material changes, Gateway will provide reasonable prior notice (including via website posting, release notes,

billing portal, or email where available). Continued use after the effective date constitutes acceptance of updated Terms.

19. General Provisions

19.1 Entire Agreement. These Terms constitute the entire agreement regarding commercial licensing of the Software and supersede prior or contemporaneous understandings on that subject.

19.2 Severability. If any provision is unenforceable, the remaining provisions remain in effect to the fullest extent possible.

19.3 No Waiver. Failure to enforce any provision is not a waiver of future enforcement.

19.4 Assignment. You may not assign these Terms without Gateway's prior written consent. Gateway may assign these Terms in connection with merger, acquisition, reorganization, or sale of assets.

19.5 Force Majeure. Gateway is not liable for delay or failure caused by events beyond reasonable control.

20. Contact

Gateway Corporate Solutions LLC

Legal and compliance inquiries: office@gatewaycorporate.org