

FORSETI, LLC

H.A.R.T.™ Mobile Application

Mobile Application Terms & Conditions

Effective Date: 01/01/2026 **Last Updated:** 01/01/2026

Application: H.A.R.T.™ (Honest Assessment Response Tool) mobile application for iOS and Android (the “App”).

Publisher: Forseti, LLC (“Forseti,” “we,” “us,” or “our”), a Delaware limited liability company.

IMPORTANT SAFETY NOTICE — PLEASE READ FIRST

The App is not an emergency service and is not a substitute for the help of trained professionals. If you or someone else is in immediate danger, call 911 (or your local emergency number) right away.

If you need confidential support, you can contact the National Domestic Violence Hotline at 1-800-799-7233.

H.A.R.T.™ is an operational risk-screening instrument. It reports the co-occurrence of risk factors to support trained users and connect people with resources. It does not predict whether any specific act of violence will or will not occur, and its results should never be relied upon as a guarantee of safety.

1. Agreement to These Terms

These Mobile Application Terms & Conditions (the “Terms”) form a legally binding agreement between you and Forseti governing your download, installation, access, and use of the App. By creating an account, installing, or using the App, you acknowledge that you have read and understood these Terms and agree to be bound by them. If you do not agree, do not install or use the App and delete it from your device.

If you are using the App on behalf of, or in your capacity as a user authorized by, an agency, organization, or government entity that has a separate written agreement with Forseti, these Terms apply to you individually, but the separate agreement governs the relationship between Forseti and that entity. Where these Terms conflict with that agreement, the separate agreement controls as described in Section 21 (Order of Precedence).

2. What the App Is — and Is Not

H.A.R.T.™ (Honest Assessment Response Tool) is an operational risk-screening instrument and referral platform used in connection with intimate partner violence lethality screening and the coordination of resources and referrals. The App is a tool that supports the judgment of its users; it does not replace professional assessment, advocacy, legal advice, medical care, or law-enforcement judgment.

Outputs of the App describe the co-occurrence of risk factors based on the information entered. They are not predictions, diagnoses, or determinations of what any person will or will not do. No screening instrument can guarantee safety or foresee future events. You are responsible for exercising independent professional judgment and for taking appropriate action consistent with your training, your organization's policies, and applicable law.

3. Who May Use the App

Authorized operators. The App is designed primarily for use by trained professionals — such as advocates, victim-service providers, and law-enforcement personnel — acting under an agency or organizational subscription to H.A.R.T.™ You may use the App in this capacity only if you are authorized by such an entity and only in accordance with its policies and these Terms.

Members of the public. If the App is made available to members of the public, you may use it only for lawful, personal, non-commercial purposes and subject to these Terms and the in-App guidance. Public use does not create any professional, advocacy, counseling, or legal relationship between you and Forseti.

Age requirement. You must be at least 18 years old to create an account or use the App.

Users versus assessment subjects. A person who operates the App (a “user”) is distinct from a person who is the subject of a screening (a “subject”). A subject may be a minor. These Terms govern users; the handling of subject information is governed by the Privacy Policy, the applicable agency agreement, and applicable law.

4. License Grant

Subject to your compliance with these Terms, Forseti grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to install and use one copy of the App on a mobile device that you own or control, solely for the purposes permitted above. We reserve all rights not expressly granted. This license terminates automatically if you breach these Terms or when your authorization or subscription ends.

5. Account Registration and Security

Certain features require an account. You agree to provide accurate information and to keep it current. You are responsible for maintaining the confidentiality of your credentials and for all activity under your account. The App supports multi-factor authentication, including biometric authentication where your device offers it. Notify us promptly of any suspected unauthorized use. We may suspend or disable accounts to protect the App, its users, or the people the App is intended to help.

6. App Store and Platform Terms

You obtain the App through third-party platforms, including the Apple App Store and Google Play (each, an “App Store”). Your use is also subject to the applicable App Store's terms. The following apply where you obtain the App from the Apple App Store:

- These Terms are between you and Forseti only, not with Apple. Apple is not responsible for the App or its content.
- Apple has no obligation to provide maintenance or support for the App.
- In the event the App fails to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price (if any). To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the App.
- Apple is not responsible for addressing any claims relating to the App, including product-liability, legal/regulatory, or intellectual-property claims, to the extent required by applicable law.
- Apple and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

Where you obtain the App from Google Play, your use is additionally governed by the Google Play Terms of Service and related policies. The App Stores are not parties to these Terms and bear no responsibility for the App except as expressly required by their own terms.

7. Device Permissions and Data the App Accesses

The App requests only the device permissions needed to function. Where a permission is optional, declining it may limit certain features but will not prevent core use. The current permission set is summarized below; the App will request each permission in context and you may manage permissions in your device settings.

Permission	Status	Purpose
Internet / Network	Required	Securely connect to H.A.R.T.™ servers to authenticate, submit screenings, and sync data. Store and forward feature.
Local storage (encrypted)	Required	Store screening data on the device to support offline use and later synchronization. Local data is encrypted.
Biometric (Face ID / Touch ID / fingerprint)	Optional	Authenticate to the App using your device biometrics as a multi-factor option.
Push notifications	Optional	Deliver alerts and required-action notices (e.g., re-authentication, new version).
Camera	Optional	Only if the App captures images.
Location	Optional	Only if the App uses location for referral routing.
Contacts	Optional	Only if the App accesses contacts.

8. Acceptable Use

Your use of the App is also governed by the Forseti Acceptable Use Policy, which is incorporated by reference. In addition, you agree not to:

- use the App for any unlawful purpose or in violation of any applicable law or regulation;
- use the App to harass, abuse, surveil, stalk, intimidate, or harm any person, or to access information about a person without a lawful basis;
- attempt to re-identify any individual from de-identified or aggregated data, or to access data you are not authorized to access;
- copy, scrape, or systematically extract data or content from the App, or build a competing or derivative product from it;
- reverse engineer, decompile, or disassemble the App except to the extent applicable law expressly permits;
- interfere with, disrupt, or circumvent the security, integrity, or availability of the App or its supporting systems; or
- share account credentials or allow unauthorized persons to use the App.

9. Privacy, Data, and Confidentiality

Privacy Policy and DPA. Our collection and use of personal information is described in the Forseti Privacy Policy. Where the App is used under an agency subscription, the handling of customer and subject data is additionally governed by the applicable Data Processing Addendum (DPA) and agency agreement, which control over these Terms with respect to that data.

Customer data ownership. As between Forseti and a subscribing agency, the agency retains ownership of the screening records it creates, as set out in its agreement. Forseti processes that data to provide and support the service and as permitted by the agreement and applicable law.

De-identified and aggregated data. Forseti may create de-identified and aggregated data derived from use of the App and may use such data to operate, secure, evaluate, and improve the service, and for research and analytics, in each case only in de-identified, non-re-identifiable form and consistent with the applicable agreement, the Privacy Policy, and applicable law. Research conducted with de-identified data is carried out through Forseti's research partners under appropriate governance and is kept separate from the operational service.

Sensitivity and device safety. The App may handle highly sensitive information. Because a mobile device may be accessible to others, you are responsible for securing your device and for using the App's safety and privacy features appropriately.

10. Intellectual Property

The App, including its software, design, text, graphics, and the H.A.R.T.™, LEIF™, and County Connect™ marks, is owned by or licensed to Forseti and is protected by intellectual-property laws. Except for the limited license in Section 4, no rights are granted to you. You may not remove or alter any proprietary notices. Feedback you provide may be used by Forseti without restriction or compensation.

11. Subscriptions and Fees

The App does not offer in-app purchases or in-app payments. Where access requires a paid subscription, that subscription is arranged and billed at the agency or organizational level under a separate agreement, not through the App or an App Store. Members of the public are not charged through the App.

12. Security and Compliance Posture

Forseti maintains an information-security program and pursues recognized compliance standards, including SOC 2 Type II, and maintains readiness to support criminal-justice information requirements (CJIS) where applicable to a deployment. Specific security commitments, certifications, and audit rights are addressed in the applicable agency agreement and DPA rather than in these Terms. Nothing in this Section is a warranty; see Sections 14 and 15.

13. Third-Party Services and Subprocessors

The App relies on third-party platforms and service providers (for example, cloud hosting, authentication, and push-notification services). Forseti maintains a subprocessor inventory available to subscribing agencies under their agreements. Your use of third-party platforms is subject to those platforms' own terms, and Forseti is not responsible for third-party services except as expressly stated in an applicable agreement.

14. Disclaimers

Read together with the Safety Notice above. Except as expressly stated in a separate written agreement, and to the fullest extent permitted by law, the App is provided “as is” and “as available,” and Forseti disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement.

Forseti does not warrant that the App will be uninterrupted, error-free, or available at all times. Because the App is a screening and referral tool and not an emergency, advisory, or guarantee service, Forseti does not warrant that its outputs will prevent harm or accurately characterize any individual's circumstances. You remain responsible for your own decisions and actions. Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under applicable law, including for death or personal injury caused by negligence where such limitation is prohibited.

15. Limitation of Liability

To the fullest extent permitted by law, and except for liabilities that cannot be limited under applicable law, Forseti and its directors, employees, and agents will not be liable for indirect, incidental, consequential, exemplary, special, or punitive damages, or for lost profits, revenue, or data, arising from your use of the App. Where Forseti has a separate agreement with the agency through which you use the App, the liability terms of that agreement govern as to that agency. This Section does not limit liability that applicable law does not permit to be limited.

16. Indemnification

To the extent permitted by applicable law, and except where prohibited (including for certain government users), you agree to indemnify and hold Forseti harmless from third-party claims arising out of your unlawful use of the App, your breach of these Terms, or your violation of another person's rights. This Section does not apply to the extent a claim arises from Forseti's own wrongdoing, and it does not require indemnification by a government entity where applicable law prohibits it.

17. Term and Termination

These Terms apply while you use the App. We may suspend or terminate your access to protect the App, its users, or the people it is intended to help, or for breach of these Terms. You may stop using the App at any time by deleting it. Where your use is under an agency subscription, termination of that subscription ends your authorization to use the App. Provisions that by their nature should survive termination will survive.

18. Changes to the App and These Terms

We may update the App and these Terms from time to time. When we make material changes to these Terms, we will update the "Last Updated" date and provide notice through the App or other reasonable means. Your continued use after changes take effect constitutes acceptance. If you do not agree to a change, stop using the App.

19. Governing Law

These Terms are governed by the laws of the State of Arizona and applicable U.S. federal law, without regard to conflict-of-laws principles. Subject to Section 20 and Section 22, the state and federal courts located in Arizona will have jurisdiction over disputes that are not subject to arbitration. The U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply.

20. Dispute Resolution; Arbitration; Class Waiver

This Section does not apply to government end users; see Section 22.

Informal resolution first. Before starting a formal proceeding, the parties agree to try to resolve any dispute informally for at least 30 days after written notice.

Binding arbitration. If informal resolution fails, disputes that are not within an exception below will be resolved by binding arbitration administered by the American Arbitration Association under its applicable rules. Arbitration will take place in Arizona or by remote means. Either party may seek to compel arbitration or to confirm an award in the courts identified in Section 19.

Class-action waiver. To the fullest extent permitted by law, disputes will be conducted only on an individual basis and not as a class, collective, or representative action.

Exceptions. The following are not subject to mandatory arbitration: (a) claims to enforce or protect intellectual-property rights; (b) claims relating to unauthorized access, misuse, or invasion of privacy; (c) claims for injunctive relief; and (d) any claim by or against a government entity to the extent arbitration or a class waiver is barred by law applicable to that entity.

21. Order of Precedence

If you access the App under a separate written agreement between Forseti and an agency, organization, or government entity (such as a Master Services Agreement, subscription agreement, or Data Processing Addendum), that agreement controls over these Terms to the extent of any conflict. These Terms govern matters not addressed by that agreement and govern members of the public who use the App without a separate agreement.

22. Government End Users

The App and related software and documentation are “commercial products” and “commercial computer software” as defined in Federal Acquisition Regulation (FAR) 2.101. Acquisition by or for the U.S. Government is subject to FAR 12.211, FAR 12.212, and, for Department of Defense acquisitions, DFARS 227.7202, with no greater rights than those granted to other end users under these Terms, except as required by law.

For state, local, tribal, and other government users: where these Terms conflict with the terms of a negotiated procurement agreement, with a requirement of applicable public-procurement law, or with the user entity’s sovereign rights (including limits on indemnification, choice of law, venue, arbitration, and class waivers), those requirements control, and the corresponding provisions of these Terms do not apply to that entity to the extent prohibited.

23. Electronic Communications

By using the App, you consent to receive communications from us electronically, including through the App, by email, or by push notification, and you agree that electronic communications, agreements, and records satisfy any legal requirement that such communications be in writing, except where applicable law provides otherwise.

24. Miscellaneous

These Terms, together with the policies and agreements referenced in them, are the entire agreement between you and Forseti regarding the App and supersede prior understandings on that subject. If any provision is held unenforceable, the remaining provisions remain in effect.

Our failure to enforce a provision is not a waiver. You may not assign these Terms; we may assign them in connection with a merger, acquisition, or sale of assets. We are not liable for failures caused by events beyond our reasonable control. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship.

25. Contact Us

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