Terms of Service

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These Terms of Service ("Terms") govern your use of The Overseer's Touch, a service of The Overseer, LLC, a North Carolina limited liability company ("we," "us," or "our"). By enrolling in the service, using a tap tag, or using this website, you agree to these Terms. If you do not agree, please do not use the service.

> **The short version:** The Overseer's Touch helps you get a second opinion when something feels wrong. It is **not an emergency service** and it **cannot guarantee** that you will never be scammed. **If you are in danger, call 911.** You can cancel at any time.

1. Who can use the service

You must be at least 18 years old to enroll. The person who enrolls and pays for the service (the "subscriber") may enroll themselves or another adult (the "member") who will use the tap tag. If you enroll someone else, you confirm that they know about and agree to the service, and that you have their permission to give us their name, phone number, and caregiver information.

2. What the service does

Each member receives a personal tap tag registered to their account. Tapping the tag opens a help page where the member can describe a suspicious situation, send a photo or screenshot of it, call their designated caregiver, call 911, and, on plans that include it, call our hotline.

Requests may be reviewed first by automated tools, including artificial intelligence, to help our team decide which ones need attention first. Any request involving money is directed to a member of our team. We will try to contact you promptly when a request needs a callback, but **we do not guarantee any particular response time**, and service may be unavailable at times because of maintenance, outages, or circumstances outside our control.

> **We will never access, or ask for access to, your device.** No one from The Overseer's Touch will ask you to install an app, share your screen, give us remote control, or let us into your phone, computer or accounts. If anyone claiming to be us asks for that, it is a scam: hang up and contact us at a number or address you already have.

Tech questions (if your plan includes them). You can send a photo, screenshot or description of a problem with your phone, computer, tablet, TV, email or similar. We review it and give you advice, such as steps to try. We do this by advice only: we never connect to or take control of your device, and we never ask for your passwords or codes. You choose whether to follow the advice. Because we cannot see or test your device ourselves, we cannot guarantee that a suggestion will fix the problem. Please back up anything important before making changes, and ask us first if a step involves paying money or deleting information. Tech questions are for reasonable personal use; we may suggest scheduling or a different service for problems that need hands-on help.

3. What the service is not

- **Not an emergency service.** We do not dispatch police, fire, or medical help. If you are in danger or a crime is in progress, call 911. The 911 option on the tap page uses your own phone's dialer and does not depend on our service or your subscription status.
- **Not a guarantee.** Scams change constantly. We cannot promise that we will identify every scam, that our assessment will be correct, or that you will not lose money.
- **Not professional advice.** We do not provide legal, financial, tax, medical, or investment advice. Our guidance is general information to help you pause and check before acting.
- **Not your bank or a law enforcement agency.** We cannot reverse transactions, recover lost funds, or investigate crimes. We may suggest that you contact your bank, the police, or another appropriate organization.

You remain responsible for your own decisions, including whether to send money, share information, or allow anyone access to your devices or accounts.

4. Tap tags

Tap tags are for use only by the member they are registered to. Do not alter, copy, or reprogram a tag. If a tag is lost or stolen, tell us right away at support@theoverseerstouch.com so we can deactivate it. We may charge a reasonable fee for replacement tags beyond the first replacement, and we will tell you the fee before charging it.

5. Plans, billing, and automatic renewal

- **Monthly subscription.** The service is billed monthly at the price shown when you enroll. Your subscription **renews automatically each month** and your payment method is charged at the start of each billing period until you cancel.
- **Payments** are processed by our payment provider. We do not store full card numbers.
- **Price changes.** We will give you at least 30 days' notice by email or text before a price change takes effect. If you do not agree, you may cancel before the new price applies.
- **Failed payments.** If a payment fails, we will try to contact you. If payment is not resolved, we may suspend the service until it is.

6. Cancellation and termination

Cancelling your subscription

- You may cancel **at any time**, for any reason, by emailing support@theoverseerstouch.com or by any cancellation option we provide in your account or billing emails. There is no cancellation fee and no long-term contract.
- Cancellation takes effect at the **end of your current billing period**. You keep full service until then, and you will not be charged again.
- **Refunds:** Monthly fees already paid are not refunded for partial months, except where required by law. If you cancel within **14 days of your first enrollment** and have not been charged for a second month, you may request a full refund of your first month's fee.
- We will confirm your cancellation in writing.

When we may end or suspend service

We may suspend or end service if payment is not made, if the service or a tag is misused as described in Section 9 (for example, harassing our staff, submitting false reports, or attempting to access other people's information), or if we stop offering the service. Except in cases of misuse, we will give you reasonable notice. If we stop offering the service entirely, we will refund any fees paid for time after service ends.

What happens after cancellation

- Your tap tags are **deactivated**. A deactivated tag will still show a page with the option to call 911, but it will no longer connect to our team.
- You may keep or discard your tags. You do not need to return them.
- We keep and delete your information as described in our Privacy Policy. Screenshots and descriptions are deleted within 48 hours of submission unless flagged as possible evidence of a crime.

7. Text messages

If you agree to receive text messages, our SMS Terms apply. You can opt out at any time by replying STOP. Opting out of texts does not cancel your subscription.

8. Privacy

Our Privacy Policy explains what information we collect, how we use it, and how long we keep it. By using the service you agree to that policy.

9. Acceptable use and respect for our staff

Please use the service only for its intended purpose. You agree not to:

- harass or threaten our staff, or use abusive or sexually explicit language toward them;
- deliberately send material that is sexually explicit, violent, threatening, or abusive, **except** when that material is part of a scam, threat, or extortion attempt you are reporting to us;
- submit information you know is false, interfere with the service, or try to access accounts or information that are not yours; or
- send anything illegal, or any file other than a photo or screenshot.

If you are reporting something upsetting

Some scams include explicit pictures, threats, or claims that someone has embarrassing photos or video of you. If that happens to you, send it to us anyway. Reporting it is exactly what the service is for, and our team will handle it privately and without judgment.

Protect your passwords

Please cover or crop out passwords, PINs, and full card or bank account numbers before you send a screenshot. **We will never ask you for your passwords or the codes texted to you.** If sensitive details are visible anyway, we use the picture only to review your concern, we leave those details out of our written notes, and we delete the picture as described in our Privacy Policy.

What happens if these rules are broken

- For abusive language or a first problem, we will usually give a warning, and we may contact your designated caregiver.
- For repeated abuse after a warning, we may suspend or end your service.
- We may end service immediately, without a refund for the current billing period, for threats of violence, harassment of our staff, or deliberately sending explicit material.

- We may report threats or illegal content to law enforcement and will cooperate with lawful investigations. We report apparent child sexual abuse material to the National Center for Missing & Exploited Children, as the law requires.

10. Disclaimers

To the fullest extent permitted by law, the service is provided "as is" and "as available," without warranties of any kind, whether express or implied, including any warranty that the service will be uninterrupted, error-free, or that it will detect or prevent any particular scam or loss.

11. Limitation of liability

To the fullest extent permitted by law, The Overseer, LLC and its owners, employees, and contractors will not be liable for any indirect, incidental, special, or consequential damages, or for any loss of money, property, or data resulting from scams, fraud, or the actions of third parties. Our total liability for any claim relating to the service is limited to the amount you paid us for the service in the three (3) months before the claim arose. Some jurisdictions do not allow certain limitations, so some of these limits may not apply to you.

12. Governing law

These Terms are governed by the laws of the State of North Carolina, without regard to its conflict-of-law rules. Any dispute will be handled in the state or federal courts located in North Carolina, unless the law requires otherwise.

13. Changes to these Terms

We may update these Terms from time to time. If we make a material change, we will notify subscribers by email or text at least 30 days before it takes effect. The effective date at the top of this page shows when the Terms were last changed. Continuing to use the service after a change takes effect means you accept the updated Terms.

14. Contact us

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