

END USER LICENSE AGREEMENT (EULA) & Privacy Policy

Last Updated: Dec 3, 2025

This End User License Agreement (“Agreement” or “EULA”) and Privacy Policy is a legal agreement between you (“User,” “You”) and **SurfaceScore** (“Service,” “We,” “Us,” “Our”) governing your use of the SurfaceScore platform available at:

<https://surfacescore.app/>

By accessing or using the Service, You agree to be bound by the terms of this Agreement. If You do not agree, You must not access or use the Service.

1. License Grant

SurfaceScore grants You a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for lawful purposes and strictly in accordance with this EULA.

2. Authorized Use & Permission Requirements

2.1 Permission to Scan

You acknowledge and agree that:

- You must have **full legal permission** from the owner of any domain, subdomain, website, IP address, server, or digital asset (“Asset”) before scanning it using SurfaceScore.
- You must not use the Service to scan any Asset you do not own, control, or have **explicit written authorization** to analyze.

2.2 User Responsibility

You bear full and exclusive responsibility for:

- Ensuring you have **valid authorization** to perform any scan
- Any **claim, request, complaint, notice, or legal action** made by an Asset owner or third party due to your use of the Service
- Compliance with all applicable laws, regulations, contracts, and policies

SurfaceScore does **not** verify, validate, or confirm whether you have permission to scan any Asset.

3. Prohibited Activities

You agree not to use SurfaceScore for:

- Unauthorized security testing, penetration testing, or scanning
 - Illegal, harmful, fraudulent, or abusive activities
 - Any activity that violates a third party's rights or applicable law
 - Attempts to modify, disrupt, or reverse-engineer the Service
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4. No Warranty

The Service is provided “**AS IS**” and “**AS AVAILABLE.**”

SurfaceScore makes **no warranties** of any kind, express or implied, including but not limited to:

- Fitness for a particular purpose
- Accuracy, completeness, or reliability of scan results
- Availability or uptime
- Non-infringement

All use of the Service is at your sole risk.

5. Limitation of Liability

To the fullest extent permitted by law:

- SurfaceScore shall have **no liability whatsoever** for any direct, indirect, incidental, consequential, punitive, or special damages arising from or related to the Service.
- SurfaceScore shall **not be liable** for any claim, dispute, loss, or damage arising from your scanning of any Asset, whether authorized or unauthorized.
- SurfaceScore shall **not be responsible** for any claims by asset owners, hosting companies, government entities, or third parties regarding your activities.

Your **sole and exclusive remedy** for dissatisfaction with the Service is to stop using it.

6. Indemnification

You agree to indemnify, defend, and hold harmless SurfaceScore, its owners, affiliates, and partners from any claim, liability, loss, damage, cost, or expense (including legal fees) arising from:

- Your use or misuse of the Service
 - Your scanning of any Asset
 - Your breach of this EULA
 - Any rights violations or complaints from Asset owners
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7. Data, Scans & Reporting

You understand and agree that scanning may involve:

- External-surface analysis

- Public-information queries
- Non-intrusive inspection activities

SurfaceScore does not store domain ownership confirmations and assumes that all submitted Assets are authorized by You.

8. Information Collection, Logging & Analytics

By using the Service, You acknowledge and consent that SurfaceScore may collect, store, and log certain information for security, operational, and analytical purposes. This may include, but is not limited to:

8.1 Information We May Collect

- **Origin IP address**
- **Country or region of origin** (via geolocation lookup)
- **Timestamp** of access or scan request
- **Browser type, version, and user-agent information**
- **Email address**, if supplied during account creation, login, or scan submission
- **Scan metadata**, such as submitted domains or Assets
- **Device type** and similar technical identifiers

8.2 Analytics & Third-Party Tools

We may use third-party analytics, tracking, or monitoring services—such as **Google Analytics**, **Mixpanel analytics**, or similar tools—to better understand user behavior, improve performance, and detect abuse.

These external services may independently collect data about Your device, browsing actions, or usage patterns according to their applicable privacy policies.

8.3 Abuse & Security Monitoring

All collected information may be used for:

- Abuse detection
- Fraud prevention
- Investigating misuse or unauthorized scanning
- Improving system integrity and reliability

8.4 Contact for Abuse Reports

If You believe the Service is being used improperly or without authorization, report it to: **support@surfacescore.app**

9. Termination

SurfaceScore may suspend or terminate Your access at any time, for any reason, without notice. Upon termination, You must cease all use of the Service.

10. Governing Law

This Agreement is governed by the laws of **New York City**, without regard to conflict-of-law principles. Any disputes will be resolved exclusively in the courts of New York City.

11. Changes to this Agreement

SurfaceScore may modify this EULA at any time. Continued use of the Service constitutes acceptance of the updated terms.

12. Entire Agreement

This document constitutes the entire agreement between You and SurfaceScore and supersedes all prior understandings relating to the Service.

