



## **TERMS OF USE**

**THE SERVICES PROVIDED BY FRAUD HOTLINE, LLC ARE NOT INTENDED TO BE AN EMERGENCY HOTLINE OR SUBSTITUTE FOR CALLING 911 OR OTHER EMERGENCY SERVICE PROVIDERS. IN THE EVENT OF AN EMERGENCY OR TO REPORT IMMEDIATE THREATS TO LIFE OR PROPERTY, YOU SHOULD CALL 911 OR LOCAL EMERGENCY SERVICES. THE FRAUD HOTLINE IS NOT A SUBSTITUTE FOR REPORTING CRIMINAL ACTIVITY TO LAW ENFORCEMENT.**

**ALL SUBSCRIBERS, REPORTING PARTIES, AND USERS ACKNOWLEDGE THAT THE INTENTIONAL MISREPORTING OF ANY INFORMATION IS STRICTLY PROHIBITED, AND THAT THE INTENTIONAL MISUSE OF THIS SERVICE MAY RESULT IN CRIMINAL PROSECUTION AND/OR CIVIL LIABILITY. FRAUD HOTLINE, LLC IS NOT RESPONSIBLE AND PROVIDES NO GUARANTEE FOR THE ACCURACY, RELIABILITY, COMPLETENESS, TIMELINESS, OR VALIDITY OF ANY INFORMATION RELATED TO INCIDENTS AND CONCERNS SUBMITTED ANONYMOUSLY AND CONFIDENTIALLY BY THE REPORTING PARTIES AND SUBSEQUENTLY REPORTED TO THE SUBSCRIBER'S DESIGNATED RECIPIENTS.**

**BY ACCESSING, VISITING, USING OR ATTEMPTING TO INTERACT WITH ANY PART OF THIS WEB SITE OR ANY OF FRAUD HOTLINE, LLC'S SERVICES (COLLECTIVELY, THE "SERVICES"), YOU AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, DO NOT ACCESS OR USE ANY PART OF THIS WEB SITE. FRAUD HOTLINE, LLC RESERVES THE RIGHT, FROM TIME TO TIME, WITH OR WITHOUT NOTICE TO YOU, TO MAKE CHANGES TO THESE TERMS IN ITS SOLE DISCRETION. CONTINUED USE OF ANY PART OF THIS WEB SITE CONSTITUTES YOUR ACCEPTANCE OF SUCH CHANGES.**

### **SUBSCRIBERS**

FRAUD HOTLINE, LLC has entered into an agreement with the subscriber to provide an anonymous and confidential third-party method of reporting certain incidents and concerns regarding the subscriber's organization that are self-reported by employees, board members, or others that the subscriber provides with access. The type of incidents and concerns may include, but are not limited to: accounting and financial issues (embezzlement, misappropriations, accounting errors, omissions, misrepresentations, financial statement fraud, internal control problems, bribery, kickbacks, corruption, falsification of contracts/reports/official records/other documents), compliance and ethics reporting (conflicts of interest, self-dealing, misuse of company property, theft of inventory/assets/intellectual property, vandalism, sabotage, ethics violations, misconduct), and human resource matters (discrimination, sexual harassment, workplace violence/retaliation, substance abuse, privacy law compliance, identity theft, security of personal information, unfair labor practices).

FRAUD HOTLINE, LLC will receive anonymous reports of incidents or concerns from anonymous reporting parties via the secure website form ([www.fraudhl.com](http://www.fraudhl.com)) or toll-free number (1-855-FRAUD-HL). FRAUD HOTLINE, LLC agrees only to receive and report incidents and concerns to the subscriber's designated recipients via email as received from the reporting parties and will take no action to address the subject matter or ensure the accuracy, reliability, completeness, timeliness, or validity of any information related to incidents and concerns reported through this system. FRAUD HOTLINE, LLC will not provide any identifying information of the reporting parties, unless the reporting parties specifically include their identifying information in the report. The subscriber maintains full responsibility for reviewing, investigating, acting, or not acting, based upon the information submitted by the reporting parties.

The subscriber agrees that the only service provided by FRAUD HOTLINE, LLC is to receive and report anonymous information related to incidents and concerns provided by reporting parties to the subscriber's designated recipients. Each subscriber, its officers, directors, owners, employees and agents release FRAUD HOTLINE, LLC and its respective members, managers, officers, directors, employees, successors, predecessors, or agents and assigns from any and all liability, claims, actions, causes of actions and damages which relate in any way to FRAUD HOTLINE, LLC or the subscriber's actions or failures to take action as the result of having received, or been available to receive, information related to any anonymous and confidential incident or concern reported. FRAUD HOTLINE, LLC is not a substitute for reporting criminal activity to law enforcement or other federal, state, and local regulatory agencies.

FRAUD HOTLINE, LLC, its members, managers, officers, directors, employees, successors, predecessors, agents and assigns will not be liable for any loss or injury caused, in whole or in part, by its actions, omissions, or negligence, or for contingencies beyond its control, in procuring, compiling, or delivering information; any errors, omissions, or inaccuracies in the information provided regardless of how caused, or delays or interruptions in delivery of information; or any decision made or action taken or not taken or reliance upon the information furnished. Under no circumstances shall FRAUD HOTLINE, LLC be liable for any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of, or reliance on, the information received by the reporting parties. FRAUD HOTLINE, LLC, its members, managers, officers, directors, employees, successors, predecessors, agents and assigns will not be liable for any incidental, direct, indirect, punitive, actual, consequential, special, exemplary or other damages, including loss of revenue or income, pain and suffering, emotional distress or similar damages.

Subscribers will pay an annual fee to FRAUD HOTLINE, LLC to provide service for a period of one (1) year from the date of the original agreement. Subsequent annual fees and subscriptions will be renewed for additional one (1) year periods and subject to the terms of use and conditions of FRAUD HOTLINE, LLC. Only subscribers who have paid their annual subscription in full will receive reports submitted by reporting parties. Subscribers are responsible for updating and maintaining the accuracy of their account information using the online account login, including, but not limited to, the primary contact information and contact information for up to three (3) designated individuals that the subscriber self-selects to receive reports submitted to FRAUD HOTLINE, LLC (each and collectively, the "Designated Representatives"). If an incident or concern is submitted to FRAUD HOTLINE, LLC, an email containing the information as submitted by the reporting parties will be sent to up to three (3) Designated Representatives within two (2) business days. If any of the three (3) Designated Representatives is specifically named in the incident or concern, FRAUD HOTLINE, LLC will attempt, but in no way guarantees, to remove those specific individual(s) from the email to the Designated Representatives. The subscriber and Designated Representatives assume full responsibility for ensuring the appropriate parties are informed of the incident or concern. No additional correspondence will be provided to the subscriber regarding incidents or concerns reported. FRAUD HOTLINE, LLC and the subscriber may cancel the agreement at any time with 30 days written notice. Refunds are at the sole discretion of FRAUD HOTLINE, LLC and may be provided on a pro-rata basis to subscribers who have had no incidents or concerns reported during the one (1) year subscription. Subscribers who have frequent reports submitted may be subject to cancelation or additional fees. Subscribers are responsible for communicating reasonable and appropriate use of the service with employees, board members, and others that the subscriber provides with access.

FRAUD HOTLINE, LLC will maintain records of incidents and concerns submitted for a period of one (1) year from the date received. Subscriber is responsible for retaining information related to all incidents and concerns received using the service and for responding to any legal inquiries or subpoenas for information arising from the incidents and concerns submitted.

FRAUD HOTLINE, LLC is not intended to be used by publicly traded companies, organizations located outside of the United States, or to fulfill an organization's obligations under federal, state, local, or other regulatory agencies.

Subscribers and reporting parties agree that any dispute between a subscriber or reporting party, on the one hand, and FRAUD HOTLINE, LLC, on the other hand, that cannot be resolved in a mutually satisfactory manner may be submitted to confidential arbitration in Santa Barbara County, California and shall be conducted under the rules prevailing under J.A.M.S.. The Arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. The Arbitrator shall be authorized to award attorneys' fees and costs to the prevailing party, as determined by the Arbitrator.

Subscribers should read "REPORTING PARTIES AND OTHER USERS" and "PRIVACY POLICY" sections for additional terms and conditions.

## REPORTING PARTIES AND OTHER USERS

FRAUD HOTLINE, LLC has entered into an agreement with the subscriber to provide an anonymous and confidential third-party method of reporting certain incidents and concerns regarding the subscriber's organization that are self-reported by employees, board members, or others that the subscriber provides with access. The type of incidents and concerns may include, but are not limited to: accounting and financial issues (embezzlement, misappropriations, accounting errors, omissions, misrepresentations, financial statement fraud, internal control problems, bribery, kickbacks, corruption, falsification of contracts/reports/official records/other documents), compliance and ethics reporting (conflicts of interest, self-dealing, misuse of company property, theft of inventory/assets/intellectual property, vandalism, sabotage, ethics violations, misconduct), and human resource matters (discrimination, sexual harassment, workplace violence/retaliation, substance abuse, privacy law compliance, identity theft, security of personal information, unfair labor practices).

All information submitted by reporting parties and visitors is voluntary. Submitting information constitutes your consent for FRAUD HOTLINE, LLC to use the information for the purpose stated herein and indicates to us you are aware of the Privacy Policy provisions. Unless you identify yourself, all reports received by FRAUD HOTLINE, LLC are anonymous. If you wish to remain anonymous, you should not provide any information that may personally identify you. Reports provided to the subscriber will include all information submitted by the reporting parties. FRAUD HOTLINE, LLC is not responsible for potential monitoring and/or tracking of information submitted via telephone or internet from within your organization or through equipment provided by your organization. FRAUD HOTLINE, LLC does not investigate or resolve issues or concerns submitted by reporting parties. You understand and acknowledge that the sole obligation of FRAUD HOTLINE, LLC, to you is to receive your report and deliver via email the information you have submitted to the subscriber's Designated Representatives. Please be advised that the subscriber, and not FRAUD HOTLINE, LLC, is solely responsible to evaluate the information submitted and to comply with all applicable local, state or federal laws relating to the investigation and protection of the information submitted.

Each reporting party and his or her heirs and successors release FRAUD HOTLINE, LLC and its respective members, managers, officers, directors, employees, successors, predecessors, or agents and assigns from any and all liability, claims, actions, causes of actions and damages which relate in any way to FRAUD HOTLINE, LLC or the subscriber's actions or failures to take action as the result of having received, or been available to receive, information related to any anonymous and confidential incident or concern reported. FRAUD HOTLINE, LLC is not a substitute for reporting criminal activity to law enforcement or other federal, state, and local regulatory agencies. FRAUD HOTLINE, LLC will not be liable for any loss or injury caused, in whole or in part, by its actions, omissions, or negligence, or for contingencies beyond its control, in procuring, compiling, or delivering information; any errors, omissions, or inaccuracies in the information provided regardless of how caused, or delays or interruptions in delivery of information; or any decision made or action taken or not taken or reliance upon the information furnished. Under no circumstances shall FRAUD HOTLINE, LLC be liable for any losses or damages whatsoever, whether in contract, tort or otherwise, from the use of, or reliance on, the information received by the reporting parties.

The sites linked to and from the FRAUD HOTLINE, LLC website ([www.fraudhl.com](http://www.fraudhl.com)) are not maintained by FRAUD HOTLINE, LLC and therefore FRAUD HOTLINE, LLC does not assume any responsibility or liability for any communications or materials available at such linked sites. FRAUD HOTLINE, LLC does not intend for the links provided on the website to be referrals or endorsements of the linked entities, and are provided for convenience and reference only.

Reporting parties and other users should read "SUBSCRIBERS" and "PRIVACY POLICY" sections for additional terms and conditions that may apply.

These terms shall be governed and interpreted by the internal laws of the State of California, without giving effect to any principles of conflicts of law. The subscribers and the reporting parties and any user specifically consent to personal jurisdiction in California in connection with any dispute between you and FRAUD HOTLINE, LLC arising out of these Terms or pertaining to the subject matter hereof. The parties to these Terms each agree that the exclusive venue for any dispute between the parties arising out of these Terms will be in Santa Barbara, California. If any part of these Terms is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions. You agree that no joint venture, partnership, employment, or agency relationship exists between you and FRAUD HOTLINE, LLC as a result of these Terms or your use of this Web Site.

Questions or comments regarding the TERMS OF USE and/or PRIVACY POLICY should be submitted to FRAUD HOTLINE, LLC by mail to: Fraud Hotline, LLC, Post Office Box 22024, Santa Barbara, CA 93121 or by email to [info@fraudhl.com](mailto:info@fraudhl.com). **Please review the terms of use frequently for updates. Changes to these terms will be posted as they are made. We reserve the right to modify these terms of use at any time.**