

Effective Date: January 2026

Welcome to RCAToolkit, a product operated by Vat Systems Engineering Group, LLC. RCAToolkit provides free and premium root cause analysis templates, tools, and resources for quality and engineering professionals. (hereinafter referred to as “VSEG” or “we”). Please read these Terms of Service (hereinafter referred to as “Terms”) carefully because they govern your access and use of our products and services provided by VSEG (hereinafter referred to as “Products” or “Services”).

1. Agreement to These Terms

1.1 Acceptance of Terms

These Terms of Service (“Terms”) govern your access to and use of our products and services, provided by Vat Systems Engineering Group, LLC (“Company,” “we,” “our,” or “us”). By creating an account, purchasing, accessing, or otherwise using the Services, you (“you” or “User”) acknowledge that you have read, understood, and agreed to be bound by these Terms. If you do not agree with any part of these Terms, you may not use or access the Services.

By accepting these Terms, you confirm that you have the legal capacity to enter into this agreement under applicable law. If you are agreeing to these Terms on behalf of an organization, entity, or third party, you represent that you have the authority to bind that entity to these Terms. In that case, references to "you" or "User" shall refer to that entity.

1.2 Important Notices

Certain provisions in these Terms may limit our liability, restrict your rights, or impose obligations on your use of AI-powered features. These provisions are highlighted in **bold** for your attention. You agree to review these provisions carefully.

1.3 Modifications to the Terms

We reserve the right to modify, amend, or update these Terms (“Updated Terms”) at any time. Any changes will be posted on our website or communicated through other means, and the updated Terms will take effect immediately upon posting unless otherwise specified.

Your continued use of the Services after the effective date of the Updated Terms constitutes your acceptance of those changes. If you do not agree with the Updated Terms, you must stop using the Services and may delete your account.

1.4 Third-Party Use

If you register, access, or use the Services on behalf of a third party, you represent and warrant that you have obtained full authorization to accept these Terms on their behalf. You further agree that the third party will be bound by these Terms and any future amendments.

2. Service Content

2.1 Description of Services

RCAToolkit is a product operated by Vat Systems Engineering Group, LLC. RCAToolkit provides a collection of root cause analysis templates, tools, and resources designed to help quality engineers, manufacturing professionals, and operations teams document and resolve nonconformances efficiently. The Services are made available through the RCAToolkit website (rcatoolkit.com).

Our current and planned products include the following:

- **RCA Templates** — Free downloadable root cause analysis templates including 5 Whys, Fishbone (Ishikawa), 8D Report, and RCA formats, available in PDF and Word (.docx) formats. Templates are provided for informational and professional use and are not a substitute for engineering judgment or professional advice.
- Additional interactive tools are in development and will be added to RCAToolkit over time, including browser-based 5 Whys builders, Fishbone diagram generators, and 8D report tools. Each tool follows the same principles: purpose-built for quality professionals, privacy-respecting, and designed to be immediately useful.

RCAToolkit templates are currently available free of charge. Certain advanced tools, premium template bundles, or future interactive features may require a one-time purchase or paid subscription. Where paid tiers are introduced, they will be clearly disclosed on the RCAToolkit website prior to any charge being made.

2.2 Authorized Access and Use

You may only access and use the Services through official channels, such as our Website, mobile applications, or authorized third-party distributors. If you obtain the Services through unauthorized means, we do not guarantee their proper functionality and disclaim

all liability for any losses, damages, or security risks arising from such unauthorized access.

2.3 Additional Agreements

Certain Services may require you to accept additional terms, agreements, or policies (“Supplemental Agreements”). If you use a Service that has its own terms, you agree to be bound by those terms in addition to these Terms. In the event of a conflict between a Supplemental Agreement and these Terms, the Supplemental Agreement shall take precedence but only for matters covered specifically in that agreement.

2.4 Modifications, Suspension, and Termination of Services

We reserve the right to modify, limit, suspend, or terminate any free or paid Services at any time. Additionally, we may introduce changes to service types, pricing, or features at our discretion. If we make such changes:

- We will notify you in advance via email, in-app notifications, or an official website announcement.
- You will be given a reasonable period to download or back up any data before the modification or termination takes effect.
- Free Services may have limitations, including but not limited to user capacity, project limits, and restricted functionality. These limitations can be lifted by upgrading to a paid plan.

We are not liable for any loss, damage, or inconvenience resulting from adjustments to free Services.

2.5 Understanding Service Limitations

Before using the Services, you are responsible for reviewing the service descriptions, including the scope, limitations, and features of free and paid plans. You acknowledge that:

- Certain functionalities may only be available through paid subscriptions.
- AI-powered features may have inherent limitations, including potential inaccuracies, biases, or restrictions on usage.
- We are not liable for any issues arising from misunderstandings regarding the scope of available Services.

By using the Services, you accept the terms outlined above and acknowledge your responsibility to stay informed about service offerings and limitations.

3. Account

3.1 Account Registration

To access and use products and services offered by Vat Systems Engineering Group, you must create an account. During registration, you agree to provide accurate, complete, and up-to-date information, including a valid email address or other necessary credentials. You are responsible for keeping your account information current.

By creating an account, you agree that:

- You will maintain the confidentiality of your login credentials, including passwords, authentication keys, or security tokens.
- You are responsible for all activities under your account, including any actions taken by others using your credentials.
- If you suspect unauthorized use of your account or any security breach, you will notify us immediately.

We are not responsible for any unauthorized access or misuse of your account unless such access is due to our negligence or breach of these Terms.

3.2 Account Security and Responsibilities

You acknowledge that you are solely responsible for safeguarding your account credentials. We recommend using strong passwords and enabling multi-factor authentication (if available). If you fail to maintain proper security, you assume full responsibility for any resulting losses or damages.

3.3 Account Eligibility and Compliance

By registering for the Service, you confirm that:

- You are at least 18 years old or meet any applicable age requirements in your jurisdiction.
- Your use of the Service complies with all applicable laws and regulations.
- You will not create an account using false or misleading information.

We reserve the right to suspend or terminate accounts that contain false information or violate these Terms.

3.4 Corporate and Team Accounts (If Applicable)

If you are using the Service on behalf of a business or organization, you represent that you have the authority to bind that entity to these Terms. If your organization provides access to multiple users, administrators may have the ability to manage user permissions, including adding, removing, or modifying accounts.

If applicable, invited team members or employees must also comply with these Terms. Your organization is responsible for ensuring compliance by all end-users under its account.

3.5 Restrictions on Account Usage

You agree that your account details (including username, profile information, or uploaded content) will not:

- Contain false, misleading, or inappropriate material.
- Impersonate another individual or entity.
- Violate applicable laws or these Terms.

We reserve the right to review accounts and, at our discretion, suspend or terminate any account that violates these Terms.

4. Use of Services

4.1 User Responsibilities and Content Compliance

You are solely responsible for any content you upload, store, share, or process through “RCAToolkit”. By using the Service, you represent and warrant that your content:

- Does not violate these Terms or any applicable laws and regulations.
- Is accurate, lawful, and does not infringe on any intellectual property rights, privacy rights, or other legal rights of any third party.
- Does not contain any harmful, offensive, illegal, or otherwise inappropriate material.

You are responsible for obtaining any necessary notices, consents, or authorizations related to your content. **We are not responsible for any content you upload, store, or process unless required by applicable law.** If your content is found to violate these Terms, we may remove it, restrict access, or take other necessary actions, including reporting violations to relevant authorities.

4.2 Prohibited Uses

You agree not to use the Services for any of the following activities:

- **Illegal Activities** – Engaging in any activity that violates applicable laws or regulations.
- **Intellectual Property Infringement** – Uploading, distributing, or storing content that infringes upon copyrights, trademarks, patents, trade secrets, or other intellectual property rights.
- **Privacy Violations** – Collecting, using, or disclosing personal data without proper authorization or in violation of privacy laws.
- **Harassment and Abuse** – Disseminating hate speech, harassment, threats, defamation, or abusive content.
- **Spam and Unwanted Communications** – Sending excessive marketing messages, spam, or unsolicited advertisements.
- **Compromising Security** – Engaging in activities that could harm the security, integrity, or availability of the Service, including hacking, unauthorized access, reverse engineering, or introducing malware.
- **AI Misuse** – Using AI-generated outputs in a way that misleads others, spreads disinformation, or violates ethical and legal standards.

We reserve the right to monitor, restrict, suspend, or terminate your account if you engage in any prohibited activities.

4.3 Responsibility for Your Account and Actions

You are responsible for all activities conducted under your account, whether by you or by others you authorize. If unauthorized access or misuse occurs, you must notify us immediately. **We are not liable for any damages resulting from your failure to secure your account credentials.**

4.4 Enforcement and Consequences of Violations

If you violate these Terms, we reserve the right to:

- Suspend or terminate your account without prior notice.
- Remove or restrict access to violating content.
- Report violations to law enforcement or regulatory authorities if required.

- Seek legal remedies for damages caused to us or third parties.

By using the Service, you acknowledge that failure to comply with these Terms may result in legal consequences, including liability for damages.

5. Rules for Using AI Features

5.1 AI Features and Availability

The AI-powered features of “RCAToolkit” are provided as part of the Services. These AI Features may include functionality such as **AI-driven content generation, automation, or analytical tools**. The AI Features are made available **on an optional basis and are provided "as-is" for evaluation purposes**.

You acknowledge that:

- AI Features may contain errors, biases, or inaccuracies.
- The AI Features should not be relied upon as a sole source of factual information, legal advice, or professional guidance.
- AI-generated output is **not guaranteed** to be accurate, complete, or fit for any specific use.

5.2 No Performance or Uptime Warranties

5.2.1 Beta and Experimental Nature

The AI Features are provided **on an "as-is" and "as-available" basis**, without warranties of any kind regarding their **performance, reliability, or availability**. We **do not guarantee** specific service levels, uptime, or error-free operation. We reserve the right to modify, suspend, or discontinue AI Features at any time without prior notice.

By using the AI Features, you acknowledge that:

- We do **not provide guarantees, service-level agreements (SLAs), or liability coverage** for errors, malfunctions, or disruptions.
- The AI Features may be updated or discontinued at our sole discretion.
- You assume all risks associated with using AI-generated content.

5.3 Usage Standards

When using the AI Features, you agree to:

- **Not violate any applicable laws, regulations, or intellectual property rights.**
- **Ensure that any use of AI-generated content complies with ethical and legal standards.**
- **Take full responsibility for the content you input into the AI system ("Input") and any content generated by the AI system ("Output").**

5.3.1 Prohibited Uses

You may **not** use the AI Features to:

1. **Generate, upload, or distribute** illegal, harmful, or non-compliant content, including but not limited to:
 - Hate speech, violent content, harassment, defamation, or discrimination.
 - Explicit, pornographic, or sexually exploitative material.
 - Fraudulent, deceptive, or misleading information.
2. **Repurpose AI-generated content** to harm others, including for scams, defamation, harassment, or privacy violations.
3. **Use AI-generated content to misinform or mislead**, including impersonating individuals or entities.
4. **Violate the rights of others**, including copyrights, trademarks, privacy rights, or trade secrets.
5. **Misrepresent AI-generated content as human-created.**
6. **Use AI Features to train or develop competing AI models or services.**

5.3.2 Technical and Security Restrictions

You may **not**:

- **Reverse engineer, decompile, or attempt to extract AI model components.**
- **Tamper with, modify, or remove copyright, trademark, or ownership notices.**
- **Circumvent security measures, content protections, or data integrity safeguards.**

5.4 Personal Data and Privacy Protection

We respect your privacy. For details on how we handle personal data, please refer to our **Privacy Policy** and **Data Processing Agreement** (if applicable).

5.4.1 Handling of Personal Data

- **Do not input personal, sensitive, or confidential information** into the AI Features unless necessary.
- **If you use AI Features to process personal data, you must ensure compliance with applicable data privacy laws** (e.g., GDPR, CCPA).
- **You are solely responsible** for obtaining consent where required before processing personal data through AI Features.

5.5 Disclaimer of Liability

5.5.1 No Guarantees on AI Outputs

The AI-generated output is provided for **informational and evaluation purposes only**. It does **not constitute professional advice** and should not be relied upon for **critical decisions, legal matters, financial actions, or safety-sensitive applications**.

You acknowledge and agree that:

- AI-generated content **may contain inaccuracies, biases, or incomplete information**.
- AI Outputs **do not represent our views, values, or commitments**.
- You are responsible for independently verifying AI-generated information before using it.

5.5.2 Limitation of Liability

To the **maximum extent permitted by law**, we:

- **Are not liable** for any direct, indirect, incidental, or consequential damages resulting from your use of AI Features.
- **Do not provide warranties** for AI-generated content, including its reliability, legality, or fitness for any purpose.
- **Shall not be responsible** for any losses, disputes, or damages arising from reliance on AI-generated output.

5.5.3 AI Training and Content Filtering

Our AI models are trained using publicly available and legally sourced data, subject to ongoing filtering and monitoring. Despite these efforts, AI-generated content may still include **errors, unintended biases, or controversial material**.

- **You are responsible** for ensuring that any publicly shared AI-generated content does not violate laws, ethical guidelines, or third-party rights.
- If you publicly disseminate AI-generated content that is misleading, harmful, or controversial, you assume full responsibility for any resulting consequences.

5.6 Feedback and Beta Testing

The AI Features are in an evolving phase. If you encounter issues, please provide feedback at info@vatsystemsengineering.com. We appreciate your input as we improve the AI Features.

6. Content and Intellectual Property Rights

6.1 User Ownership of Content

You **retain ownership** of all intellectual property rights in the content you submit, upload, or store through “RCAToolkit”.

6.2 User Representations and Warranties

By submitting or using User Content within the Service, you represent and warrant that:

- You **own all rights, title, and interest** in your User Content, or you have obtained all necessary rights, licenses, and permissions to use and share the content lawfully.
- Your User Content does **not infringe on any third-party intellectual property, privacy, or legal rights**.
- Your User Content complies with **all applicable laws, regulations, and these Terms**.

6.3 Limited License to Provide the Services

To the extent necessary for us to provide the Services, you grant Vat Systems Engineering Group a **non-exclusive, worldwide, royalty-free, sublicensable license** to:

- **Host, display, store, copy, and use** your User Content for the purpose of providing and operating the Services.

- If you share content with other users, allow us to **facilitate that sharing** while maintaining security and privacy safeguards.

This license **does not grant us ownership** of your content and **only applies as long as you use the Services**.

6.4 Moderation and Compliance

We **do not pre-screen User Content**, but we **reserve the right** to:

- **Review, modify, remove, or restrict** any content that we believe violates these Terms, applicable laws, or third-party rights.
- **Suspend or terminate accounts** that repeatedly violate content rules.
- **Report illegal content** to law enforcement or regulatory authorities when required.

You acknowledge that we are **not liable for content you upload or store**, and you bear all legal responsibility for it.

6.5 Ownership of Input and Output from AI Features

6.5.1 User Ownership of Input and Output

- **You retain ownership of any Input you provide** (e.g., text, prompts, data).
- **You own the Output** generated by the AI Features, subject to these Terms.
- **We assign to you** any rights we may have in your specific Output, to the extent permitted by law.

However, **we do not guarantee exclusivity** over AI-generated content, as the same or similar Outputs may be generated for other users based on similar Inputs.

6.5.2 Similarity of AI-Generated Output

AI-generated content is based on **patterns learned from a broad dataset**, which means:

- **Identical or similar Outputs may be provided to multiple users.**
- **No Output is considered confidential**, and you should not assume exclusivity over any AI-generated content.
- We are **not liable for duplicate or similar content** that may be generated for other users.

6.6 Opt-Out for AI Model Training

By default, we may use **your Inputs, Outputs, and interactions** with AI Features to **train and improve AI models**. However, you have the right to **opt out** by emailing info@vatsystemsengineering.com.

- Opting out will **prevent future data from being used** for AI training.
- **Previously authorized data may continue to be used** unless you request deletion.

6.7 Our Ownership of Service-Related Intellectual Property

All intellectual property related to “RCAToolkit” and its Services, including but not limited to:

- **Software, source code, object code, and documentation**
- **AI models, algorithms, and training datasets**
- **User interfaces, design elements, and frameworks**
- **Templates, workflows, and any AI-generated features**

is **owned exclusively by Vat Systems Engineering Group**.

You agree **not to copy, modify, distribute, reverse-engineer, or commercially exploit** any part of our intellectual property **without prior written consent**. Unauthorized use **may result in legal consequences, including termination of your account and potential legal action**.

6.8 Use of Corporate/Organizational User Information

If you are a **corporate or organizational user**, you grant us permission to:

- **Use your organization’s name, logo, and branding** in marketing materials, events, or case studies.
- List your organization as a customer or partner **unless you request otherwise in writing**.

8. Privacy

8.1 Data Processing Responsibilities

If you use the Services to process personal data, you acknowledge that:

- **You (the User) act as the "Controller"**, determining the means and purposes of processing.

- **VSEG acts as the "Processor"**, handling personal data on your behalf, in accordance with our Data Processing Addendum (“DPA”) and applicable privacy laws.

You represent and warrant that:

- You comply with all applicable **data privacy laws and regulations** (e.g., GDPR, CCPA, HIPAA, or other jurisdiction-specific laws).
- You have obtained **valid legal consent or other lawful basis** to collect and process personal data from end-users.
- You will **inform individuals of their rights** under applicable privacy laws and provide a copy of our **Privacy Policy** if required.

If your use of the Services involves **processing personal data on behalf of others**, you agree that the **RCAToolkit Data Processing Addendum (DPA)** governs our processing activities.

8.2 Protection of Personal Data

Protecting personal data is a fundamental principle of VSEG. We will process personal data strictly in accordance with our **Privacy Policy** and, if applicable, our **Data Processing Addendum (DPA)**.

By submitting personal data through the Service, you confirm that:

- You have taken **all necessary steps to inform individuals** about our data processing practices.
- If you provide us with personal data of others, you have obtained **all required consents** or have a valid legal basis for sharing such data.

For further details on how we collect, process, and protect data, please refer to our **Privacy Policy**.

9. Data and Information Security

9.1 Shared Responsibility for Security

Data security is a **shared responsibility** between you and VSEG. We implement **industry-standard security measures** to protect your account and data on the **server-side**, including:

- **Encryption of stored and transmitted data**
- **Regular security updates and vulnerability patches**
- **Access controls and authentication mechanisms**

However, **the internet is not an entirely secure environment**, and you are responsible for safeguarding your **account credentials** and taking steps to **prevent unauthorized access**, such as:

- **Using strong, unique passwords**
- **Enabling multi-factor authentication (if available)**
- **Not sharing, lending, or selling your account credentials**

We **are not liable for data loss, breaches, or unauthorized access** resulting from your failure to follow security best practices.

9.2 Data Protection Measures and Risks

We take **reasonable technical and administrative measures** to protect your data in accordance with **applicable laws and industry standards**. However, you acknowledge that:

- **No online service is completely immune to risks such as cyberattacks, unauthorized access, or data corruption.**
- **Cloud-based SaaS solutions involve inherent risks** related to **network instability, outages, or data transmission errors**.
- **Data loss, leaks, or corruption may occur due to unforeseen circumstances** beyond our control.

You agree to take appropriate precautions, such as regularly backing up your data to minimize potential losses in the event of a security incident.

9.3 Use of Third-Party Cloud Services

The Services are hosted on **third-party cloud infrastructure**. Due to **the nature of cloud-based SaaS solutions**, you acknowledge that:

- The Services may experience **downtime or disruptions** due to **server issues, cyberattacks, government actions, or internet failures**.
- **We are not responsible for service interruptions** caused by third-party cloud providers.
- If an outage occurs, we will **make reasonable efforts to notify users** via our website, system alerts, or other communication channels.

9.4 User Control Over Data and Data Deletion

You retain control over your **uploaded and stored data** and may:

- **Modify, delete, or export your data** at any time.
- **Be responsible for accidental deletions or modifications**—we are not liable for data loss caused by user actions.

Upon **service termination or account deletion**, your data will be:

- **Retained for a limited buffer period** (as specified in applicable product documentation or agreements).
- **Deleted after the buffer period expires**, including all backups and cached copies.

Once deleted, **your data cannot be recovered**, and we **have no obligation to restore, export, or return deleted data** unless required by applicable laws or regulations.

9.5 Final Acknowledgment of Security Responsibilities

By using the Services, you acknowledge that:

- You **accept the risks** associated with cloud-based services and online data storage.
- You **agree to take responsibility** for securing your account and data.
- We will **take reasonable precautions** to protect your data but cannot **guarantee absolute security**.

For further details on data protection and security policies, please refer to our **Privacy Policy** and **Data Processing Addendum**.

10. Disclaimer of Liability

10.1 General Liability Limitations

You acknowledge and agree that VSEG **shall not be liable to you** under any of the following circumstances:

10.1.1 User Responsibility for Data Security

We are **not liable for any data loss, leakage, or unauthorized access** caused by factors **beyond our control**, including but not limited to:

- Improper storage, handling, or sharing of data, credentials, or access information by you.
- Failure to maintain strong passwords or follow security best practices.
- Unauthorized access resulting from negligence on your part.

10.1.2 Service Interruptions and Force Majeure

We are **not responsible for service interruptions, delays, or malfunctions** due to:

- **Force majeure events**, including **natural disasters, war, pandemics, strikes, or government actions**.
- **Cybersecurity incidents**, such as **hacker attacks, DDoS attacks, or malware infections**.
- **Issues with third-party network providers, cloud infrastructure, or hosting services**.
- **Regulatory or legal restrictions** that impact service availability.

10.1.3 User-Uploaded Content Responsibility

You are **solely responsible** for the legality, accuracy, and ownership of:

- Files, data, and content uploaded, stored, or processed through the Services.
- Any legal disputes arising from such content, including intellectual property infringement, defamation, or regulatory violations.

We **do not assume liability** for content **you or other users** submit, and we **do not pre-screen** content unless required by law.

10.1.4 Third-Party Services and Outputs

Our Services **may integrate, rely on, or generate outputs from third-party software, APIs, or tools ("Third-Party Services")**. These Third-Party Services and their outputs ("Third-Party Outputs") are **subject to their own terms and conditions**.

We do not:

- **Warrant the reliability, accuracy, or legal compliance of Third-Party Services or Outputs.**
- **Guarantee protection from intellectual property risks, bugs, or security vulnerabilities** in Third-Party Services.
- **Assume liability for any damage, losses, or claims** resulting from your use of Third-Party Services.

Your use of Third-Party Services is **at your own risk**, and **we recommend reviewing their terms separately**.

10.1.5 System Malfunctions

If a system malfunction occurs, we will:

- **Make reasonable efforts to restore normal operations as soon as possible.**
- **Communicate updates via our website, system notifications, or other official channels.**

However, **we are not liable for any business disruptions, financial losses, or damages** caused by such malfunctions.

10.2 Consequences of Terms Violations

If you **violate these Terms**, we reserve the right to:

- **Suspend or terminate your account.**
- **Take legal action** or seek damages if your actions cause harm.
- **Reject liability for any consequences arising from your violations.**

If your actions result in **claims, disputes, or financial losses for third parties**, you **assume full responsibility**, and **we will not be held liable**.

10.3 Risks of Internet-Based Content

You acknowledge that:

- **The internet is an open platform**, and any content you upload may be **copied, modified, or misused** by third parties.
- **We do not control how third parties use publicly available content.**

- **You assume full responsibility** for any consequences related to sharing content online.

10.4 No Guarantee of Perfection

Due to the **limitations of current technology**, we **cannot guarantee** that our Services will be:

- **Completely error-free, uninterrupted, or flawless.**
- **Compatible with every system, device, or software environment.**

We are committed to **continuous improvement** but **are not liable for unavoidable technical issues** within reasonable industry expectations.

10.5 Compliance with Local Laws

We **do not guarantee** that our Services are suitable or legally compliant **outside of the United States**.

- If you access the Services from another jurisdiction, **you are responsible for ensuring compliance with local laws**.
- We **disclaim liability** for any legal consequences arising from cross-border use.

10.6 Enforcement Actions for Illegal or Harmful Content

If we determine—either independently or via third-party reports—that your content **violates laws, regulations, or our Terms**, we reserve the right to:

- **Immediately delete the content.**
- **Suspend or terminate your account.**
- **Report violations to law enforcement, regulatory authorities, or affected parties.**
- **Take necessary legal action** to mitigate harm or enforce compliance.

11. Service Modification, Suspension, and Termination

11.1 User-Initiated Account Cancellation

You may cancel your account and discontinue using “RCAToolkit” at any time by following the **account cancellation procedures** outlined on our official website.

By canceling your account, you acknowledge and agree that:

- **You are responsible for downloading and backing up any data** before cancellation.
- After a **grace period**, we **have no obligation to retain, store, or recover your data**.
- Account cancellation is **permanent**, and access to the Services **cannot be restored** once the process is complete.

11.2 Temporary Suspension for Maintenance or Upgrades

From time to time, we may **temporarily suspend or modify Services** due to:

- **Routine system maintenance or updates**
- **Security improvements or software upgrades**
- **Technical adjustments to improve performance**

We will strive to **provide advance notice** via our website, emails, or in-app notifications **where feasible**. However, we are **not liable for disruptions or temporary unavailability** of the Services.

11.3 Conditions for Termination or Suspension by VSEG

We **reserve the right to suspend or terminate** your account and/or access to the Services under any of the following conditions:

11.3.1 Violations of Terms or Law

- **Providing false or misleading information** during account registration or use.
- **Violating applicable laws, regulations, or these Terms**.
- **Unauthorized use of the Services for commercial or profit-making purposes** without written consent.

11.3.2 Security and Compliance Risks

- **Your use of the Services presents a security threat** to our system, other users, or third parties.
- **Required compliance with legal orders, subpoenas, or regulatory requests**.
- **Government regulations or legal changes require suspension of services**.

11.3.3 External or Force Majeure Events

- **Unexpected events beyond our control**, including **natural disasters, war, cyberattacks, or network failures**.
- **Major changes in our business strategy, technology stack, or regulatory landscape**.

If we decide to **permanently terminate your access**, we will strive to provide **reasonable notice** unless immediate termination is necessary due to **security or legal concerns**.

11.4 Modification or Discontinuation of Services

We **do not guarantee the permanent availability of any specific feature or service**. Due to **business strategy shifts, technological advancements, or legal requirements**, we may:

- **Modify, upgrade, or discontinue certain Services**.
- **Adjust pricing, feature availability, or service scope**.

If a significant change occurs, we will:

- **Provide advance notice** through our website, emails, or in-app notifications.
- **Allow users reasonable time to transition, download data, or adjust usage**.

11.5 Consequences of Account Termination

If your account is terminated (whether by you or us):

- **You will lose access to all Services and data associated with your account**.
- **You may choose to delete your content before termination**, where applicable.
- **After termination, we are not obligated to retain or restore your data** unless required by law.

12. Amendments and Modifications to the Terms of Service

12.1 Right to Modify the Terms

VSEG reserves the right to update, modify, or amend these Terms from time to time in response to:

- **Changes in laws, regulations, or compliance requirements**.
- **Evolving industry standards, security practices, or technology developments**.

- **New features, products, or service adjustments.**

Any modifications to the Terms will be **published on our official website**, and such publication **constitutes effective notice** to you. You are responsible for **regularly reviewing the latest Terms**.

When using the Services, you should:

- **Carefully read and acknowledge the most recent version** of the Terms.
- **Understand that the most current version supersedes any previous versions** in the event of a dispute.

12.2 User Acceptance of Modifications

If you **do not agree** with any updates or modifications to the Terms, you must:

- **Immediately discontinue use of the Services.**
- **Close your account if necessary.**

Your **continued use of the Services** after modifications are published **constitutes acceptance** of the updated Terms.

13. Special Agreement for Minors

13.1 Age Restrictions and Guardian Consent

The Services are **intended for use by individuals who have reached the age of majority** in their respective jurisdictions. By accessing or using the Services, you confirm that:

- You are **at least 16 years old**, or the **minimum legal age** in your country to provide consent for online services (“Age of Majority”).
- If you are **under the Age of Majority**, you may only use the Services **with explicit consent from your parent or legal guardian**.

13.2 Parental or Guardian Responsibility

If you are a **parent or guardian** and do not consent to a minor’s use of the Services or their submission of personal data, you should:

- **Immediately discontinue their use of the Services.**
- **Contact us** to request account termination or data deletion if necessary.

We reserve the right to suspend or terminate accounts that violate this policy.

13.3 Legal Responsibility and Liabilities

By using the Services, you **represent and warrant** that you have the **legal right, capacity, and ability** to enter into these Terms.

If a minor **misrepresents their age** or **uses the Services without proper consent**, we:

- **Are not responsible for refunds or liability arising from such unauthorized use.**
- **May take appropriate actions**, including account suspension or restriction.
- **Are not liable for any financial losses** resulting from a minor's unauthorized use.

14. Applicable Law and Dispute Resolution

14.1 Governing Law

These Terms, including their **formation, enforcement, interpretation, modification, and termination**, shall be governed by and construed in accordance with the **laws of [Your State, U.S.]**, without regard to conflict-of-law principles.

If you access the Services from outside the United States, you **are responsible for ensuring compliance** with local laws and regulations.

14.2 Dispute Resolution

If any dispute, claim, or controversy arises **between you and VSEG** related to these Terms or the Services, the parties shall first:

1. **Attempt to resolve the dispute amicably** through good-faith negotiations.
2. If a resolution is not reached within 30 days, the dispute shall be resolved **through binding arbitration** administered by the **American Arbitration Association (AAA)** under its **Commercial Arbitration Rules**.

Arbitration Details:

- The arbitration shall take place in **Connecticut, U.S.**, unless otherwise agreed.
- The arbitration shall be conducted in **English**.
- Each party shall bear its own legal costs unless the arbitrator awards otherwise.
- The arbitrator's decision shall be **final and binding**.

By agreeing to arbitration, **both parties waive their right to sue in court** or participate in a class action lawsuit.

14.3 Liability for Illegal or Infringing Activities

If you engage in **illegal, infringing, or unauthorized activities** while using the Services, you:

- **Bear full legal responsibility** for any consequences.
- **Indemnify and compensate** VSEG and any affected third parties for damages resulting from such actions.

We **reserve the right to suspend or terminate accounts** involved in legal violations and to cooperate with authorities in investigations.

15. Contact Us

Should you have any complaints, suggestions, or feedback, please contact us. You may send your inquiries to info@vatsystemsengineering.com

16. Fees, Payments, and Refund Policy

16.1 Fees and Pricing

You agree to pay all fees associated with your selected subscription plan or services (“Fees”) as described on the website at the time of purchase. All Fees are stated in U.S. dollars unless otherwise specified.

We reserve the right to modify pricing at any time. Any pricing changes will apply only to future billing cycles and will not affect the current billing period for active subscriptions.

Fees are non-transferable and non-refundable except as expressly stated in this Agreement.

16.2 Billing and Payment Authorization

By purchasing a subscription or service, you authorize us and our third-party payment processor (including, but not limited to, Stripe, Inc.) to charge your selected payment method for all applicable Fees, including recurring subscription charges, taxes, and any other applicable charges.

You agree to provide current, complete, and accurate billing and payment information and to promptly update your payment information if it changes.

Failure to successfully process payment may result in suspension or termination of your access to the Service.

16.3 Refund Policy

All Fees are non-refundable except where required by applicable law.

Due to the immediate and irreversible nature of digital services, including template downloads and access to interactive tools, we do not provide refunds once the Service has been accessed, used, or delivered.

Refunds may be issued at our sole discretion in exceptional circumstances, including:

- Duplicate charges due to billing error
- Technical failure preventing access to the Service
- Unauthorized charges verified by investigation

Submitting a refund request does not guarantee a refund.

16.4 Failed Payments and Account Suspension

If your payment method fails or your account becomes past due:

- We may retry charging your payment method.
- We may suspend or restrict access to the Service until payment is successfully processed.
- We may terminate your account after a reasonable period of non-payment.
- You remain responsible for all outstanding Fees.

16.5 Taxes

You are responsible for all applicable taxes, duties, and government fees associated with your purchase, excluding taxes based on our net income.

Where required, we will collect and remit applicable sales taxes.

16.6 Payment Processor

Payments are processed through third-party payment processors. We do not store your full payment card details.

Your payment information is subject to the terms and privacy policies of the payment processor.

We are not responsible for errors caused by payment processors.

16.7 Chargebacks and Payment Disputes

If you initiate a chargeback or payment dispute without first contacting us to resolve the issue, we reserve the right to:

- Immediately suspend or terminate your account
- Revoke access to the Service
- Recover any outstanding balances
- Pursue legal remedies where applicable

Fraudulent chargebacks may result in permanent account termination.

16.8 Service Guarantee, Revisions, and Refunds

16.8 Service Availability and Limitations

RCAToolkit products are provided on an “as-is” and “as-available” basis. We do not guarantee uninterrupted availability of any template, tool, or feature. Certain interactive tools may depend on third-party services and platforms, and their availability may be affected by changes to those platforms outside our control.

16.8.1 Free Services

RCAToolkit templates are currently offered free of charge. We reserve the right to introduce paid features, premium template bundles, or subscription tiers in the future. Any such changes will be communicated in advance and will not apply retroactively to functionality that was previously available for free without a corresponding grace period or notice.

16.8.2 Limitation of Liability for Free Services

To the maximum extent permitted by applicable law, Vat Systems Engineering Group’s total liability for any claim arising from the use of free RCAToolkit Services shall be limited to zero dollars (\$0.00), as no fees are charged for such Services. For any paid Services introduced in the future, liability shall not exceed the amount paid by the user for the specific service or subscription period in dispute.

16.9 Right to Modify or Discontinue Service

We reserve the right to modify, suspend, or discontinue the Service or any portion thereof at any time, with or without notice.

If we permanently discontinue paid subscription services, we may provide prorated refunds at our sole discretion.

17. Miscellaneous

17.1 Transfer of Rights and Obligations

If VSEG transfers any of its **rights or obligations** under these Terms to an **affiliate or successor entity**, we will:

- Make **reasonable efforts** to notify you (e.g., via email, SMS, or website announcements).
- Ensure that the **quality of the Services is not substantially reduced**.

17.2 Restrictions on Assignment

You **may not assign or transfer** any rights or obligations under these Terms **to a third party** without **our prior written consent**. Any unauthorized transfer shall be **null and void**.

17.3 Severability

If any provision of these Terms is found to be **invalid or unenforceable**, the remainder of the Terms shall **remain in full force and effect**. The invalid provision will be replaced with a **legally enforceable provision that best aligns with the original intent**.

17.4 Force Majeure

We are **not liable for failure to fulfill obligations** under these Terms due to **circumstances beyond our reasonable control**, including but not limited to:

- **Acts of God, natural disasters, or pandemics**
- **War, terrorism, or governmental restrictions**
- **Cyberattacks, network failures, or disruptions in third-party cloud services**

17.5 Compliance with Legal Requests

Where required by applicable laws, you acknowledge and agree that:

- We may **disclose user data** to regulatory, judicial, or law enforcement authorities upon **valid legal request**.
- If your activities are suspected of **violating legal rights**, we may, based on a **preliminary good-faith determination**, provide **necessary identity information** to the **affected rights holder**.

17.6 Compliance with Export Laws

You agree to **comply with all applicable export control laws and regulations**, including restrictions on:

- **Sanctioned countries and regions**
- **Restricted individuals and entities**
- **Prohibited uses (e.g., military applications, unlawful surveillance, etc.)**

17.7 Notices and Communications

We may send **official notices** to you via:

- **Email, phone, in-app notifications, or other contact details** you provide.
- These notices shall be **deemed effective upon dispatch**, and you are responsible for **keeping your contact details up to date**.

17.8 No Waiver of Rights

Failure to enforce any provision of these Terms **shall not constitute a waiver** of that provision **unless explicitly agreed to in writing**.

17.9 Last Revision and Future Updates

These Terms were **last updated on January 1, 2026**.

- We **reserve the right to modify, adjust, or interpret** the Terms at any time.
- Updates will be **published on our official website**, and continued use of the Services **constitutes acceptance of the revised Terms**.

VAT SYSTEMS ENGINEERING GROUP, LLC