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PRIVATE CONTRACT RISK PRE-SCREEN

A clear first review, with the original words kept visible.

SYNTHETIC EXAMPLE - NOT A CUSTOMER CONTRACT

What this sample shows

1 pattern finding | 0 consistency signals | 1 unscored review question

Pattern priority guides review. It is not a legal ruling, a calibrated probability or a certification that the agreement is safe. This excerpt is incomplete; other clauses may change the result.

Original source: Pasted excerpt

5. Liability

Provider remains responsible for all losses without limitation. Except for fraud, liability is capped at USD 1000.

6. Acceptance

Payment is due upon acceptance.

01 / Potentially unlimited liability

LOCAL PATTERN PRIORITY: CRITICAL - CONTEXT NEEDS REVIEW

Matched evidence: "Provider remains responsible for all losses without limitation."

Source: Pasted excerpt | Clause 5 | matched text: "all losses"

Normalized UTF-16 witness: [46, 56).

Important qualification: "Except for fraud, liability is capped at USD 1000."

Clause 5 context: normalized UTF-16 [0, 128).

The cap and fraud exception must be read together with the matched phrase. The pattern does not establish unlimited exposure after considering the full clause, cross-references and governing law.

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REVIEW WORKSPACE

Questions to verify

- Which loss categories are included?
- Do indemnities or data obligations sit outside the cap?
- Is the cap aggregate or per claim?

Negotiation goals

- Tie aggregate exposure to a negotiated fee multiple.
- Limit recoverable losses to foreseeable, direct loss.
- List narrow carve-outs explicitly.

Drafting checklist

- Define one aggregate cap.
- Coordinate indemnity and liability sections.
- Exclude duplicate recovery and indirect losses.

02 / Payment linked to acceptance

INFORMATIONAL - DOES NOT ADD TO THE SCORE

Evidence: "Payment is due upon acceptance"
Source: Pasted excerpt | normalized UTF-16 [142, 172).

Who confirms acceptance, using which objective criteria and review deadline? Check how silence, rejection, rework and partial acceptance affect invoice release, and whether another clause changes this trigger.

This is a review question, not proof of unfair terms or a legal conflict. A zero score would not clear it. Applicability and enforceability have not been determined.

Scope, privacy and delivery

English synthetic excerpt; governing law is unspecified. Supported pattern checks do not provide complete language or legal coverage. Review the whole agreement with qualified counsel before signing.

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