

# Terms of Use

*SmallBizRecon.com*

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## 1. Acceptance of Terms

By accessing or using SmallBiz Recon™ at SmallBizRecon.com (the “Service”), a brand and product line of **Recon11 Global Systems, LLC**, a Florida limited liability company (“Company,” “Recon11,” “we,” “us”), you (“you,” “User,” “Client”) agree to be bound by these Terms of Use (“Terms”). SmallBiz Recon™ is an unregistered trademark and operating brand of Recon11 Global Systems, LLC. All contractual obligations described in these Terms are obligations of Recon11 Global Systems, LLC. If you do not agree to any part of these Terms, you may not access or use the Service.

## 2. Scope of Service

SmallBiz Recon™ offers two categories of service:

**(a) Free and DIY Educational Resources**, including digital toolkits, SBA form guidance, document checklists, public-policy summaries, templates, planning tools, the Sabbi™ AI educational assistant, and other downloadable assets. These resources are educational only.

**(b) SBA Servicing Document Packaging Services** (the “Packaging Services”), including but not limited to preparation, organization, and packaging of:

- COVID EIDL Dispute and Recall packages, including SBA, U.S. Department of the Treasury Cross-Servicing, and collection agency correspondence (such as Coast Professional and CBE Group). Recall, dispute, and Cross-Servicing procedures are publicly described in the Treasury Financial Manual Volume 1, Part 3, Chapter 5000, and in SBA Standard Operating Procedure 50 52 2.
- Relocation requests under applicable SBA Standard Operating Procedures.
- Release of Collateral packages.
- Subordination packages.
- Payment Assistance, legacy hardship-related educational materials, or other SBA-published repayment assistance programs, as available under then-current SBA guidance.
- Tax Return In Lieu (TRIL) packages.
- Related supporting correspondence and exhibits.

**All Packaging Service deliverables are returned to Client for Client’s review, signature, attachment of supporting documents, and submission.** Recon11 does not submit documents to the SBA, U.S. Department of the Treasury, the Bureau of the Fiscal Service, any collection agency, or any other third party on behalf of Client, and does not offer document submission services in any form.

Packaging Services are governed by a separate written **Servicing Packaging Agreement** signed at engagement. In the event of any conflict between these Terms and the Servicing Packaging Agreement, the Servicing Packaging Agreement controls for paid engagements.

### 2.1 Public Policy Sources

Recon11's educational content and document preparation services reference publicly available federal policy materials, including but not limited to:

**Treasury Financial Manual (TFM)** — published by the U.S. Department of the Treasury, Bureau of the Fiscal Service:

- Volume 1, Part 3, Chapter 5000 — Collecting Delinquent Nontax Debt Through the Treasury Cross-Servicing Program (the operative authority for most COVID EIDL servicing matters at Treasury).
- Volume 1, Part 3, Chapter 3000 — Collecting Nontax, Administrative Receivables Through the Treasury Centralized Receivables Service (the operative authority for nontax receivables in earlier collection stages, before Cross-Servicing referral).
- Available at [tfx.treasury.gov](https://www.tfx.treasury.gov).

### SBA Standard Operating Procedure

- SOP 50 52 2 — Loan Servicing.

### Federal Statutes and Regulations

- Debt Collection Improvement Act of 1996 (31 U.S.C. § 3711 et seq.).
- Federal Claims Collection Standards (31 C.F.R. Parts 900–904).
- Cross-Servicing regulations (31 C.F.R. § 285.12).
- Fair Debt Collection Practices Act (15 U.S.C. § 1692 et seq.).
- Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.).

### Other Public Materials

- SBA Office of Inspector General reports related to COVID EIDL servicing.
- Public SBA and Treasury web pages, forms, and notices.

**Recon11 may summarize and reference publicly available materials for educational and administrative document-preparation purposes.** Recon11 does not provide legal interpretation, legal analysis, legal strategy, or legal conclusions about how any law, regulation, policy, or procedure applies to Client's specific facts. Determining how any provision applies to Client's situation is a legal question. Client is encouraged to consult a licensed attorney for legal questions.

## 3. Not a Law Firm. No Legal Advice. No Attorney-Client Relationship.

**SmallBiz Recon™ is not a law firm, is not a licensed legal services provider, and does not provide legal advice or legal representation.** Recon11 Global Systems, LLC and its personnel are not acting as your attorneys. No attorney-client relationship is created by your use of the Service or by purchasing Packaging Services.

Our Packaging Services are limited to:

- Receiving facts, documents, and instructions provided by Client.
- Typing or transcribing Client-provided information into letter templates and forms selected by Client.
- Formatting, organizing, and assembling Client-provided content into a packaged deliverable.
- Referencing publicly available federal policy materials, agency forms, and procedural resources in templates or educational materials, without providing legal advice or legal conclusions.
- Returning the assembled package to Client for Client's review, signature, attachment of supporting documents, and submission.

**We do not:**

- Submit any document to the SBA, the U.S. Department of the Treasury, the Bureau of the Fiscal Service, any collection agency, or any other third party. Recon11 does not offer document submission services in any form.
- Communicate with the SBA, Treasury, any collection agency, or any third party on Client's behalf.
- Negotiate on Client's behalf with the SBA, Treasury, any collection agency, or any third party.
- Represent Client before any agency, court, or third party.
- Act as Client's authorized representative, agent, or advocate before any agency, court, or third party.
- Provide legal advice, opinions, or strategy.
- Advise Client which type of letter, form, or argument applies to Client's situation.
- Select legal arguments, defenses, or claims for Client.
- Make legal determinations about Client's rights, defenses, or claims.
- Correct or modify Client-provided content based on legal analysis.
- Provide tax, accounting, or financial advice.

All deliverables are returned to Client for Client's independent review, signature, attachment of supporting documents, and submission. Client is solely responsible for the accuracy, completeness, legal sufficiency, attachment of supporting materials, and submission of all materials.

### **3.1 Document Preparation Service Model**

SmallBiz Recon™ operates as a non-legal document preparation and packaging service. Client retains full authority and responsibility for: (a) deciding which type of letter, form, or document to prepare; (b) determining the facts, arguments, attachments, and content of every document; (c) reviewing every deliverable for accuracy and legal sufficiency; (d) attaching all supporting documents Client wishes to include in the final package; (e) signing every document as the sender; and (f) submitting every document to the appropriate recipient.

Recon11 does not select, recommend, or modify the substantive legal content of any deliverable. Recon11's role is administrative, clerical, educational, formatting, and organizational only.

### 3.2 Client-Driven Document Selection

Recon11 offers a defined menu of document preparation services, including but not limited to SBA Recall Request packages, Treasury Cross-Servicing Dispute packages, Collection Agency Dispute packages, Relocation packages, Release of Collateral packages, Subordination packages, and Payment Assistance packages. **Client independently selects** which document type or combination of document types Client wishes to have prepared. Recon11 does not recommend, advise on, or select document types for Client. Information provided about each document type on the SmallBizRecon.com website or in marketing materials is educational and references publicly available federal policy materials. Client is solely responsible for determining which document type applies to Client's situation, for the accuracy of all factual content provided, for attaching all supporting documents Client wishes to include, and for the final review, signature, and submission of every deliverable. Client is encouraged to consult a licensed attorney before making any of these determinations.

## 4. Not Affiliated with the SBA, Treasury, or Any Government Agency

SmallBiz Recon™ and Recon11 Global Systems, LLC are private entities. We are not affiliated with, endorsed by, sponsored by, or officially connected to the U.S. Small Business Administration, the U.S. Department of the Treasury, the Bureau of the Fiscal Service, Coast Professional, CBE Group, or any other federal agency or contractor. All references to SBA and Treasury policies and procedures rely on publicly available materials.

## 5. Not a Debt Collector or Credit Repair Organization

SmallBiz Recon™ does not collect debts and is not a “debt collector” under the Fair Debt Collection Practices Act (FDCPA). SmallBiz Recon™ does not provide credit repair services and is not a “credit repair organization” under the Credit Repair Organizations Act (CROA). Our services are limited to document preparation and packaging.

## 6. AI Assistant Disclaimer (Sabbi™)

The Sabbi™ AI assistant is an educational tool that generates responses based on training data and publicly available SBA and Treasury materials. AI-generated output may be inaccurate, incomplete, or out of date. **You may not rely on Sabbi™ output as legal, financial, or compliance advice.** Verify all AI-generated information against primary federal sources before acting on it.

## 7. No Guarantees of Outcome

SmallBiz Recon™ does not guarantee:

- Approval, denial, or any specific outcome of any SBA, Treasury, or collection agency action.
- Compliance with future SBA or Treasury policy changes.
- Prevention of errors in your submissions.

- Specific processing timelines by the SBA, Treasury, or any third party.
- That any document, dispute, recall, relocation, release, subordination, or repayment assistance request will be granted.

Past results do not predict future outcomes.

### 7.1 Not an Emergency Service

The Service is not an emergency legal, financial, compliance, or deadline-monitoring service. Client is solely responsible for monitoring all agency deadlines, collection notices, appeal periods, payment deadlines, submission deadlines, offset notices, garnishment notices, and other time-sensitive matters.

### 7.2 Agency Policy and Procedural Changes

SBA, Treasury, Bureau of the Fiscal Service, collection agency, and other third-party policies, procedures, portals, forms, mailing addresses, email inboxes, upload links, fax numbers, review standards, and processing practices may change without notice. Recon11 does not guarantee that any public policy source, agency address, form version, submission method, or procedure remains current after publication or delivery. Client is responsible for verifying current submission requirements with the receiving agency at the time of Client's submission.

## 8. User Responsibilities

You agree to:

- Provide accurate, complete, and truthful information.
- Verify every document before submission.
- Attach all supporting documents Client wishes to include in the final package before submission.
- Sign and submit all client correspondence yourself.
- Use materials for lawful purposes only.
- Consult licensed professionals when needed.
- Not redistribute, resell, sublicense, or reverse engineer any toolkit, template, or proprietary content.
- Keep account credentials secure and notify us promptly of unauthorized access.

## 9. Data Minimization and Privacy

Recon11 minimizes the personal data it requests from Client by design. Recon11 **does not request or require** the following at intake or in the ordinary course of document preparation:

- Social Security Numbers.
- Full bank account numbers or routing numbers.
- Credit or debit card numbers (except for payment processing through a third-party processor; see Section 9.2).
- Online banking credentials, account passwords, or other authentication credentials.

- Other unnecessary sensitive personal identifiers.

Certain Packaging Services may involve Client referencing or attaching supporting business records directly to the final package, including tax returns, financial statements, SBA correspondence, U.S. Department of the Treasury notices, collection agency letters, payoff records, or agency records. **Unless expressly agreed in writing, Client retains custody of those documents and is responsible for attaching and submitting them directly to the intended agency or recipient.** Where Client must include such documents in a Client-submitted package, Client is responsible for attaching them to the final package after Recon11 returns the assembled deliverable.

**Client should redact unnecessary sensitive information** (such as full account numbers, dependent SSNs, and other personal identifiers not required by the receiving agency) before providing any document to Recon11. If Client voluntarily includes any sensitive information in a free-text field, attached document, or other communication with Recon11, Client does so at Client's own discretion. Recon11 will treat any such information as confidential but assumes no liability for sensitive personal information voluntarily submitted beyond the scope requested.

Recon11 will securely dispose of personal documents submitted upon completion of document preparation, in accordance with the retention schedule maintained by Recon11.

### 9.1 Data Security

Recon11 uses commercially reasonable administrative, technical, and organizational safeguards designed to protect Client information. These safeguards may include:

- Secure access controls and password protection.
- Multi-factor authentication where available.
- Encrypted transmission or storage where supported by the systems in use.
- Limited staff access to Client information on a need-to-know basis.
- Access logging where available.
- Reasonable retention and disposal practices.

**Recon11 is continuing to improve its data-security controls and does not guarantee that any system is fully invulnerable.** No method of transmission over the internet or method of electronic storage is one hundred percent secure.

In the event of a data breach involving personal information as defined under applicable Florida law, Recon11 will notify affected Clients in accordance with Fla. Stat. § 501.171 and other applicable law.

### 9.2 Third-Party Payment Processors

Payments may be processed through third-party payment providers, including but not limited to PayPal and Stripe. Recon11 does not store full credit card numbers or payment credentials. Payment processing is governed by the applicable third-party provider's terms, privacy policy, and security practices. Recon11 is not responsible for the practices, security, availability, or actions of any third-party payment provider.

## 10. Intellectual Property

All content on the Service, including toolkits, templates, written materials, training content, course content, software, design systems, and proprietary processes, is owned by Recon11 Global Systems, LLC and protected by U.S. copyright, trade secret, and common-law trademark rights.

The marks SmallBiz Recon™, The Four Doors™, Sabbi™, and all other Recon11 brand names, logos, and taglines are unregistered trademarks of Recon11 Global Systems, LLC. Use of the ™ symbol reflects a claim of common-law trademark rights and does not indicate federal registration.

You receive a limited, non-exclusive, non-transferable, revocable license to use purchased materials for your own personal or single-business use. You may not copy, redistribute, resell, sublicense, modify, reverse engineer, or use the materials to train AI systems. All rights not expressly granted are reserved.

## 11. Third-Party Links and Tools

The Service may link to or integrate third-party tools and websites. We are not responsible for third-party content, privacy practices, or service availability.

## 12. Refunds and Cancellations

Due to the digital and customized nature of Recon11's educational materials and document preparation services, all sales are final once digital access is granted, work begins, or customized documents are prepared, unless otherwise stated in a separate written agreement. Recon11 may, in its sole discretion, issue partial or full refunds where appropriate. Any refund issued by Recon11 in one instance does not establish a right to a refund in any future instance. Refund-related provisions in any executed Servicing Packaging Agreement control over this Section 12 for paid Packaging Services.

## 13. Limitation of Liability

To the fullest extent permitted by law, in no event shall Recon11 Global Systems, LLC, its members, employees, contractors, or affiliates be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including lost profits, lost data, or loss of business opportunity, arising from or related to the Service, even if advised of the possibility of such damages.

**Our total aggregate liability for any claim arising out of or related to the Service shall not exceed the amount you paid to us in the twelve (12) months preceding the claim, or one hundred dollars (\$100), whichever is greater.** This limitation shall survive termination of these Terms or any agreement governing the Service.

## 14. Indemnification

You agree to defend, indemnify, and hold harmless Recon11 Global Systems, LLC and its members, owners, officers, employees, contractors, agents, and affiliates from any claim, loss, liability, damage, or expense (including reasonable attorneys' fees) arising from:

- Your use of the Service.
- Your submission of any document to the SBA, Treasury, any collection agency, or any third party.
- False, misleading, incomplete, or inaccurate information you provide.
- Your breach of these Terms.
- Your violation of any law, regulation, or third-party right.
- Changes or modifications you or any third party make to a deliverable after delivery.
- Failure to attach required supporting documentation to your final package or to verify current agency submission requirements.

## 15. Governing Law and Venue

These Terms are governed by the laws of the State of Florida, without regard to conflict-of-laws rules. Subject to Section 16, exclusive venue for any dispute lies in the state or federal courts located in Brevard County, Florida.

## 16. Dispute Resolution, Binding Arbitration, and Class Action Waiver

### 16.1 Informal Resolution

Before initiating arbitration or litigation, the parties shall attempt in good faith to resolve any dispute through written notice describing the dispute and a thirty (30) day informal resolution period. Notice shall be sent to the other party at the contact information provided by the parties.

### 16.2 Binding Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or the Service that is not resolved through informal resolution shall be resolved by **binding arbitration** administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, conducted by a single arbitrator, and seated in Brevard County, Florida (or by videoconference at the parties' election). The arbitrator (and not a court) shall have exclusive authority to decide all questions of arbitrability, including the validity, scope, and enforceability of this arbitration provision.

### 16.3 Class Action Waiver

**You and Recon11 each agree that any claim shall be brought only in such party's individual capacity and not as a plaintiff or class member in any purported class, collective, or representative proceeding. You and Recon11 waive any right to a jury trial.** The arbitrator may not consolidate more than one person's claims and may not preside over any form of representative or class proceeding.

#### 16.4 Exceptions

Either party may seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property rights, confidential information, or to enforce a judgment. Small claims court actions within the jurisdictional limits of such court are also excluded from mandatory arbitration.

### 17. Electronic Signatures and Communications

You consent to transact electronically. Electronic signatures, click-throughs, and email confirmations are binding under the federal E-SIGN Act (15 U.S.C. § 7001 et seq.) and Florida's Uniform Electronic Transaction Act (Fla. Stat. § 668.50).

### 18. Force Majeure

Neither party is liable for delays or failures caused by events beyond reasonable control, including federal shutdowns, agency processing delays, natural disasters, cyber incidents, internet or email disruption, or service outages.

### 19. Modifications

We may update these Terms at any time. Material changes will be posted with an updated "Last updated" date. Continued use after changes constitutes acceptance.

### 20. Severability and No Waiver

If any provision is held unenforceable, the remaining provisions remain in full force. No failure or delay by either party in exercising any right under these Terms shall operate as a waiver of that right.

### 21. Contact

#### Recon11 Global Systems, LLC

d/b/a SmallBiz Recon™ (registration pending)

Email: [thellison@smallbizrecon.com](mailto:thellison@smallbizrecon.com)

Location: Melbourne, Florida (Brevard County)

Response time: Within 24 business hours

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*By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.*