

# Terms of Service

Effective: March 30, 2026

APPLICABLE TO ALL USERS OF SEGFLOWAI.COM

## 1. Acceptance of Terms

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By accessing or using the SegFlow AI platform (the "Service"), operated by SegFlow AI LLC, a Texas limited liability company ("Company," "we," "our," or "us"), you ("User," "you," or "your") agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, you may not access or use the Service.

These Terms constitute a legally binding agreement between you and SegFlow AI LLC. By creating an account, subscribing to a plan, or otherwise using the Service, you represent that you have the legal capacity to enter into this agreement and that you accept these Terms on behalf of yourself or the entity you represent.

## 2. Description of Service

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SegFlow AI is a software-as-a-service (SaaS) platform that provides AI-assisted cost segregation analysis for commercial and residential real estate properties. The Service uses artificial intelligence, including machine learning models and image segmentation technology, to generate estimated cost segregation data based on user-provided property information.

### 2.1 AI-Generated Outputs

**IMPORTANT:** All analyses, reports, estimates, and outputs generated by the Service ("AI Outputs") are produced by artificial intelligence and are provided for informational and

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### 3. Account Registration and Eligibility

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To access the Service, you must create an account and subscribe to a paid plan. You agree to provide accurate, current, and complete information during registration and to keep your account information updated. You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account.

The Service is intended for use by licensed accountants, certified public accountants (CPAs), tax professionals, and their authorized representatives. By using the Service, you represent that you possess the professional qualifications and judgment necessary to evaluate AI Outputs in the context of your professional practice.

### 4. Subscription and Payment

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Access to the Service requires a paid subscription. All fees are stated on our pricing page and are subject to change with 30 days' prior notice. Subscriptions renew automatically unless cancelled before the renewal date. Refunds are handled in accordance with our refund policy posted on the Site.

You authorize us to charge your designated payment method for all applicable fees. If payment fails, we may suspend or terminate your access to the Service until payment is received.

### 5. Permitted Use

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You may use the Service solely for lawful business purposes related to cost segregation analysis. You agree not to:

- Use the Service in violation of any applicable law or regulation
- Reverse engineer, decompile, or disassemble any part of the Service
- Attempt to gain unauthorized access to the Service or its systems

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- Misrepresent AI Outputs as certified cost segregation studies to clients or third parties without appropriate professional review and disclosure

## 6. Intellectual Property

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All rights, title, and interest in the Service, including software, algorithms, designs, trademarks, and documentation, are owned by SegFlow AI LLC or its licensors. Nothing in these Terms grants you ownership of any intellectual property.

You retain ownership of the data you upload to the Service. By uploading data, you grant us a limited, non-exclusive license to process your data solely for the purpose of providing the Service. We will not use your data for any other purpose without your consent.

AI Outputs generated through the Service may be used by you in your professional practice, subject to the disclaimers and limitations set forth in these Terms.

## 7. Data and Privacy

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Your use of the Service is also governed by our Privacy Policy, which is incorporated into these Terms by reference. You acknowledge that property data, financial information, and other data you provide may be processed by third-party AI services to deliver functionality. We implement commercially reasonable security measures to protect your data.

You further acknowledge that, for paid-tier accounts (Professional and Enterprise), projects you submit are reviewed by authorized SegFlow AI personnel as part of a same-day quality assurance sanity check before being released to your workspace for review. This QA review is intended to catch obvious AI errors (duplicate detections, miscategorizations, missing context, cost outliers) and is not a professional cost segregation review or sign-off; responsibility for the final study remains with you. See the Privacy Policy (Section 3.1) and the Data Processing Addendum (Section 3) for details. Free-tier projects do not undergo this human QA review.

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KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. SegFlow AI LLC DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT AI OUTPUTS WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR TAX OR FINANCIAL PURPOSE.

## 9. Limitation of Liability

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SEGFLOW AI LLC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, BUSINESS OPPORTUNITIES, OR GOODWILL, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE OR RELIANCE ON AI OUTPUTS, REGARDLESS OF THE THEORY OF LIABILITY.

OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO SEGFLOW AI LLC IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## 10. Indemnification

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You agree to indemnify, defend, and hold harmless SegFlow AI LLC, its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) your violation of these Terms; (c) your reliance on AI Outputs without appropriate professional review; or (d) any claim by a third party related to your use of the Service or AI Outputs in your professional practice.

## 11. Termination

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We may suspend or terminate your access to the Service at any time, with or without cause, upon notice to you. You may cancel your subscription at any time through your account

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## 12. Governing Law and Dispute Resolution

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SegFlow AI LLC is a Texas limited liability company. These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions. Any disputes arising out of or related to these Terms shall be resolved exclusively in the state or federal courts located in Travis County, Texas, and you consent to the personal jurisdiction of such courts. To the extent the parties agree in writing to arbitrate any dispute, such arbitration shall be conducted in Travis County, Texas under the Commercial Arbitration Rules of the American Arbitration Association. Each party shall bear its own costs and attorneys' fees.

## 13. Modifications

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We reserve the right to modify these Terms at any time. We will notify you of material changes by email or through the Service. Your continued use of the Service after such notice constitutes acceptance of the modified Terms.

## 14. Severability

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If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the remaining provisions remain in full force and effect.

## 15. Entire Agreement

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These Terms, together with the Privacy Policy and any other agreements referenced herein, constitute the entire agreement between you and SegFlow AI LLC regarding the Service and supersede all prior agreements and understandings.

## 16. Contact

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