

Tie QC, Inc. Terms of Service

Last Updated: January 4, 2026

These Terms of Service (these **“Terms”**) constitute a legally binding agreement between you and **Tie QC, Inc.** (together with its affiliates, **“Tie,” “Company,” “we,” “our,”** or **“us”**) governing your access to and use of our products and services, including our web-based application(s), any downloadable software, and any add-ins/plugins that integrate with document-creation tools (collectively, the **“Services”**).

BY CLICKING “I AGREE” (OR SIMILAR), CREATING AN ACCOUNT, DOWNLOADING OR INSTALLING ANY SOFTWARE OR PLUGIN, OR ACCESSING OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SERVICES.

If you accept these Terms on behalf of an employer or other legal entity, you represent and warrant that you have full authority to bind that entity. In that case, **“you”** and **“your”** refer to that entity and its permitted users.

Your use of the Services is also subject to our **Privacy Policy** (the **“Privacy Policy”**), available at www.tieqc.com/privacy, which is incorporated by reference.

1. The Services

1.1 What Tie Does

Tie is an agentic quality-control platform for financial documents. The Services are designed to help users identify potential internal inconsistencies and related issues in documents, including primarily PDFs such as confidential information memoranda, pitch decks, diligence reports, and other financial presentations.

The Services may include:

- Uploading documents for analysis;
- Extraction of numeric metrics and related context from documents;
- Structuring extracted metrics into a consistent schema (e.g., metric name, period, value, units, and location);
- Automated internal-consistency checks to flag potential discrepancies (e.g., the same metric appearing with different values across pages);
- Output of a quality-control report and a structured “metric key” (e.g., JSON, Excel, or similar).

1.2 What Tie Does Not Do

Tie is a **review-assistance tool**. Tie does **not**:

- Edit source documents **without your explicit approval**;
- Create financial models or projections;
- Guarantee the accuracy, completeness, or correctness of any outputs;
- Serve as a system of record or source of truth;
- Replace professional judgment, human review, or due diligence.

You must independently verify all outputs before relying on them.

1.3 Beta / Preview Features

The Services may include features labeled alpha, beta, pilot, preview, early access, or similar (“**Beta Features**”). Beta Features may be changed, suspended, or discontinued at any time and may contain errors or operate inconsistently. Beta Features are provided for evaluation purposes only, may be modified, suspended, or discontinued at any time, and may contain errors, defects, or operate in an incomplete or unstable manner.

WITHOUT LIMITING ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY SET FORTH IN THESE TERMS, BETA FEATURES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND TIE DISCLAIMS ANY WARRANTIES OR COMMITMENTS REGARDING THE PERFORMANCE, AVAILABILITY, OR CONTINUED OFFERING OF ANY BETA FEATURE.

2. Eligibility; Account Registration; Authorized Users

2.1 Eligibility

You represent and warrant that you are at least 18 years old (or the age of majority where you live) and have the capacity to enter into these Terms.

2.2 Accounts

You may need to register for an account (“**Account**”) to use the Services. You agree to provide accurate, current, and complete information and to keep it updated.

2.3 Authorized Users

If you are a business customer, access may be limited to your employees and contractors acting on your behalf (“**Authorized Users**”). You are responsible for ensuring that Authorized Users comply with these Terms, and you are liable for their actions and omissions.

2.4 Security

You are responsible for safeguarding Account credentials and for all activity under your Account. Notify us promptly at contact@tieqc.io if you suspect unauthorized access.

3. Fees; Billing; Taxes

3.1 Fees

Certain Services may require payment of fees. Fees, billing cadence, and any usage limits will be as displayed on the applicable subscription or pricing page at the time of your purchase.

3.2 Payment Processing

Payments may be processed through one or more third-party payment processors. You authorize us (and our processor) to charge your chosen payment method.

3.3 Taxes

Fees are exclusive of applicable taxes, levies, duties, or similar governmental assessments (“**Taxes**”). You are responsible for all Taxes associated with your purchase, except Taxes based on our net income.

3.4 No Refunds

Except as required by applicable law, all fees are non-refundable and non-creditable, including fees paid for unused Services, unused subscription periods, or partially used billing cycles.

4. User Content; Outputs; Data Rights

4.1 Definitions

- **“User Content”** means any documents, files, data, text, images, and other materials you (or your Authorized Users) submit, upload, transmit, or make available to the Services, including any content contained in those documents.
- **“Outputs”** means the results generated by the Services from processing User Content, including quality-control reports, flagged items, extracted metrics, structured metric keys (e.g., JSON/Excel), and similar results.
- **“Usage Data”** means telemetry, diagnostics, logs, and technical data about the operation, performance, and use of the Services, excluding the contents of User Content and excluding Outputs except in aggregated/anonymized form as described in Section 11.3.

4.2 Ownership

As between you and Tie:

- You retain all right, title, and interest in and to User Content.
- Subject to Section 4.3, you retain all right, title, and interest in and to Outputs.

Tie and its licensors retain all right, title, and interest in and to the Services, including all software, models, algorithms, interfaces, designs, and documentation, and all related intellectual property rights.

4.3 License to Provide the Services

You grant Tie a non-exclusive, worldwide, royalty-free license to host, copy, transmit, process, and display User Content solely to:

- Provide, maintain, and secure the Services;
- Generate Outputs; and
- Perform support, troubleshooting, and abuse prevention.

This license ends when your User Content is deleted from the Services, except as otherwise required for legal compliance, dispute resolution, or backup/archival systems as described in Section 10.

4.4 Output Use; Responsibility

You may use Outputs for your internal business purposes and permitted external workflows (e.g., internal review and revision of documents), subject to these Terms and applicable law. You are solely responsible for verifying Outputs and for decisions made based on Outputs.

5. Acceptable Use; Prohibited Uses

You agree not to, and will not permit any third party to:

1. Upload or submit User Content that you do not have the legal right to process, or that violates confidentiality obligations to third parties.
2. Upload malware, malicious code, or content intended to disrupt, damage, or gain unauthorized access to systems or data.
3. Reverse engineer, decompile, disassemble, or otherwise attempt to discover source code or underlying components of the Services, except to the extent such restriction is prohibited by law.

4. Circumvent or bypass any access controls, rate limits, security measures, or usage restrictions.
5. Use the Services to mislead or defraud any person, including by knowingly using Outputs to misrepresent financial information to investors, regulators, lenders, counterparties, or clients.
6. Resell, rent, lease, timeshare, or provide access to the Services to any third party.
7. Use the Services to develop or improve a competing product, including by using Outputs to train or evaluate competing systems.
8. Use automated tools (bots, scrapers) to access the Services in a manner that exceeds reasonable request volume or violates usage limits.
9. Violate any applicable law, regulation, or professional obligation in connection with your use of the Services.

Tie may suspend or terminate access for violations as described in Section 14.

6. Confidentiality

6.1 Your Confidential Information

User Content and Outputs are generally treated as your **Confidential Information**, to the extent they are non-public and you identify or a reasonable person would understand them to be confidential.

6.2 Our Confidential Information

The Services (including non-public documentation, technical information, pricing not publicly posted, security materials, and any non-public product information) constitute Tie's **Confidential Information**.

6.3 Confidentiality Obligations

Each party (the "**Receiving Party**") will:

- Use the other party's Confidential Information solely to exercise rights and perform obligations under these Terms; and
- Protect the other party's Confidential Information using at least the same degree of care it uses to protect its own confidential information of similar sensitivity, but no less than reasonable care.

6.4 Exclusions

Confidential Information does not include information that the Receiving Party can demonstrate:

- Is or becomes publicly available through no breach by the Receiving Party;
- Was known by the Receiving Party prior to disclosure without a duty of confidentiality;
- Is independently developed without use of the disclosing party's Confidential Information; or
- Is rightfully received from a third party without a duty of confidentiality.

6.5 Compelled Disclosure

The Receiving Party may disclose Confidential Information to the extent required by law, regulation, or court order, provided it (if legally permitted) gives prompt notice and cooperates in seeking confidential treatment.

7. AI-Specific Disclaimers; No Professional Advice

7.1 AI Limitations

The Services may rely on machine learning, pattern recognition, and related techniques. Outputs may contain errors, omissions, inaccuracies, or may fail to identify certain issues.

7.2 No Advice; No Reliance

The Services and Outputs do not constitute legal, accounting, tax, investment, regulatory, or other professional advice. Tie does not provide fiduciary services or due diligence services. You are responsible for your own review and for obtaining professional advice as appropriate.

7.3 No Guarantee of Accuracy

Tie does not warrant that Outputs are accurate, complete, or suitable for any particular purpose. You must independently verify all Outputs.

8. Third-Party Services; Subprocessors

8.1 Third-Party Services

The Services may depend on or interoperate with third-party services (e.g., cloud hosting providers, analytics tools, error monitoring services, payment processors). Tie is not responsible for third-party services not provided by Tie.

8.2 Subprocessors

Tie may engage third-party subprocessors to process User Content solely to provide, maintain, and secure the Services. Upon reasonable written request, Tie will provide a list of its current subprocessors where required by applicable law or contract.

9. Intellectual Property

9.1 Tie IP

Tie and its licensors own the Services and all related intellectual property rights. Except as expressly permitted by these Terms, no rights are granted to you.

9.2 Feedback

If you provide suggestions, comments, or feedback (“**Feedback**”), you grant Tie a perpetual, irrevocable, worldwide, royalty-free, sublicensable license to use and incorporate Feedback into the Services without compensation or obligation.

9.3 Output Ownership Clarification

As between you and Tie, you own Outputs to the extent they constitute your proprietary content derived from your User Content; however, Tie retains ownership of the underlying Services, including any formatting, templates, algorithms, and any generalized know-how reflected in the Outputs.

10. Data Retention; Deletion; Export

10.1 Retention

Tie will retain User Content and Outputs for as long as necessary to provide the Services and for legitimate business purposes, or as required to comply with applicable law, contractual obligations, resolve disputes, or enforce agreements. Following termination or expiration of a User’s Account or applicable subscription, Tie will delete User Content and Outputs within sixty (60) days, unless a longer retention period is required by law, subject to a legal hold, or otherwise permitted under these Terms.

10.2 Deletion Requests

You may request deletion of User Content and Outputs by contacting contact@tieqc.io. Tie will use commercially reasonable efforts to delete requested data within sixty (60) days, unless retention is required to comply with legal obligations, resolve disputes, or enforce agreements.

10.3 Backups

Deleted User Content and Outputs may persist in encrypted backups for up to ninety (90) days following deletion, after which they will be permanently deleted in accordance with Tie's backup retention and destruction procedures.

11. Security; Training; Aggregation

11.1 Security Measures

Tie maintains administrative, technical, and physical safeguards designed to protect the confidentiality, integrity, and availability of the Services and User Content, consistent with commercially reasonable security practices and applicable law.

11.2 No Training on User Content (Default)

Tie does not use User Content or Outputs to train, fine-tune, or improve machine learning models that are made available to other customers.

Notwithstanding the foregoing, Tie may use aggregated, anonymized, or de-identified data, including Usage Data and high-level statistical insights derived from operation of the Services, to operate, maintain, and improve the Services, provided that such data does not identify any User, Authorized User, individual, or customer, and does not include User Content or Outputs in identifiable form.

11.3 Aggregated/Anonymized Data

Tie may collect and use Usage Data and may generate aggregated or anonymized analytics regarding use of the Services solely for purposes of operating, securing, and improving the Services, provided that such analytics do not identify any User or individual and do not include User Content or Outputs in identifiable form.

12. Copyright and IP Complaints

If you believe that content on the Services infringes your intellectual property rights, contact us at contact@tieqc.io with sufficient detail to investigate and respond.

13. Disclaimers

THE SERVICES AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, TIE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Tie does not warrant that the Services will be uninterrupted, timely, secure, error-free, or that Outputs will be accurate or complete.

14. Suspension; Termination

14.1 Term

These Terms begin on the date you first accept them or use the Services and continue until terminated.

14.2 Suspension

Tie may suspend or limit access to the Services immediately if we reasonably believe:

- Your use poses a security risk to the Services;
- You have violated these Terms;
- Required by law; or
- Non-payment of fees.

14.3 Termination by You

You may terminate your Account by using available account settings or by contacting contact@tieqc.io. Termination may not end payment obligations accrued.

14.4 Termination by Tie

Tie may terminate these Terms or an Account for material breach, including repeated violations, non-payment, or prohibited use.

14.5 Effect of Termination

Upon termination:

- Your right to access the Services ceases;
- We may delete User Content and Outputs in accordance with Section 10; and
- Sections intended to survive will survive, including Sections 4 (as needed for ownership), 6, 7, 9, 10, 11, 13, 15, 16, and 18.

15. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

1. **NO INDIRECT DAMAGES.** IN NO EVENT WILL TIE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR DATA, ARISING OUT OF

OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

2. **LIABILITY CAP.** IN NO EVENT WILL TIE'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS EXCEED THE TOTAL FEES PAID OR PAYABLE BY YOU TO TIE FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR \$100, WHICHEVER IS GREATER.

Some jurisdictions do not allow certain limitations; in such cases, these limitations apply to the maximum extent permitted by law.

16. Indemnification

16.1 By You

You will indemnify, defend, and hold harmless Tie and its officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- Your User Content (including allegations that it infringes or misappropriates third-party rights);
- Your breach of these Terms;
- Your violation of law; or
- Your use of the Services in a prohibited manner (including using Outputs to mislead investors, regulators, or counterparties).

17. Enterprise Customers

Tie may offer separate agreements with additional terms for qualifying organizations. If you are interested in enterprise terms, contact contact@tieqc.io. These terms govern your use unless and to the extent superseded by a separately executed written agreement with Tie.

18. Dispute Resolution; Governing Law

18.1 Dispute Resolution

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms or the Services (each, a "Dispute") shall be resolved by binding arbitration on an individual basis, and not in a class, consolidated, or representative action.

The arbitration will be administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules then in effect. The arbitration will be conducted by a single arbitrator, and the seat of arbitration shall be New York, NY.

CLASS ACTION WAIVER. To the maximum extent permitted by law, you and Tie agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

18.2 Governing Law

These Terms are governed by the laws of Delaware, without regard to conflict of laws rules, except as otherwise required by applicable law.

19. Compliance; Export Controls; Sanctions

You will comply with all applicable laws in connection with your use of the Services, including export control and sanctions laws. You represent that you are not located in, under the control of, or a national or resident of any sanctioned country or on any restricted party list, to the extent applicable.

20. Changes to the Services or These Terms

We may modify the Services and these Terms from time to time. If we make material changes, we will update these Terms by posting a revised version on the Tie website and updating the “Last Updated” date above. Your continued access to or use of the Services after the effective date of any changes constitutes your acceptance of the revised Terms.

21. Miscellaneous

21.1 Assignment

You may not assign these Terms without Tie’s prior written consent, except to an affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee agrees in writing to be bound. Tie may assign these Terms without your consent.

21.2 Force Majeure

Tie is not liable for delays or failures caused by events beyond its reasonable control.

21.3 No Agency

No agency, partnership, joint venture, or employment relationship is created.

21.4 Severability; Waiver

If a provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remainder will remain in effect. A waiver must be in writing and will not be deemed a waiver of future breaches.

21.5 Entire Agreement

These Terms (together with the Privacy Policy) are the entire agreement regarding the Services and supersede prior agreements on the subject.

21.6 Notices

Notices to Tie must be sent to:

Tie QC, Inc.

Email: contact@tieqc.io

Notices to you may be sent to the email associated with your Account or provided via the Services.

21.7 Contact

Questions about the Services or these Terms may be sent to contact@tieqc.io.