

TERMS OF SERVICE

Last Updated: July 10, 2026

These Terms of Service (these "Terms") are a legally binding agreement between you and Tie QC, Inc. ("Tie," "we," "our," or "us") that governs your access to and use of Tie's products and services, including our web-based application, any downloadable software, and any add-ins or plug-ins that integrate with document-creation tools (collectively, the "Services").

By clicking "I agree" (or similar), creating an account, downloading or installing any software, or accessing or using the Services, you acknowledge that you have read and agree to these Terms. If you do not agree, do not access or use the Services.

If you accept these Terms on behalf of a company or other legal entity, you represent and warrant that you have authority to bind that entity, and "you" and "your" refer to that entity and its authorized users.

Your use of the Services is also subject to our Privacy Policy, available at <https://www.tieqc.com/privacy>, which is incorporated into these Terms by reference.

Relationship to a Platform Services Agreement. If you and Tie have entered into a separately executed Platform Services Agreement or other negotiated written agreement governing your use of the Services (a "Platform Services Agreement"), that agreement governs and controls to the extent of any conflict with these Terms.

1. The Services

1.1 What Tie Does. Tie is an agentic quality-control platform for financial and business documents. The Services are designed to help users identify potential internal inconsistencies and related issues in documents, including PDFs such as confidential information memoranda, pitch decks, diligence reports, and other financial presentations. The Services may include document ingestion, extraction of numeric and qualitative metrics, structuring of extracted data, automated consistency checks, and generation of quality-control reports and structured metric outputs.

1.2 What Tie Does Not Do. The Services are a review-assistance tool. Tie does not edit source documents without your approval, create financial models or projections, guarantee the accuracy or completeness of Outputs, serve as a system of record, or replace professional judgment, human review, or due diligence. You must independently verify all Outputs before relying on them.

1.3 Beta Features. The Services may include features labeled "alpha," "beta," "pilot," "preview," "early access," or similar ("Beta Features"). Beta Features are provided for evaluation only, may be modified or discontinued at any time, and may contain errors. Notwithstanding anything to the contrary in these Terms, Beta Features are provided "as is" without any warranty, and Tie has no liability arising from your use of any Beta Feature.

2. Accounts and Authorized Users

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

2.2 Account Registration; Security. You may need to register for an account to use the Services. You agree to provide accurate, current, and complete information and to keep it up to date. You are responsible for safeguarding your account credentials and for all activity that occurs under your account. Notify us promptly at contactus@tieqc.io if you suspect unauthorized access.

2.3 Authorized Users. If you are a business customer, you may authorize your employees or contractors to access the Services on your behalf ("Authorized Users"). Each Authorized User must access the Services under a unique login. You are responsible for ensuring that your Authorized Users comply with these Terms, and you are liable for their acts and omissions.

3. Fees and Payment

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, or as specified in an Order Form. Payments may be processed by one or more third-party payment processors, and you authorize us and our processor to charge your chosen payment method.

3.2 Taxes. Fees are exclusive of applicable taxes, levies, duties, or similar governmental assessments, other than taxes based on Tie's net income. You are responsible for all such taxes associated with your purchases.

3.3 No Refunds. Except as required by applicable law or as expressly stated in a Platform Services Agreement, all fees are non-refundable and non-creditable, including fees paid for unused Services, unused subscription periods, or partially used billing cycles.

4. Your Content and Data

4.1 Definitions. The following capitalized terms have the meanings set forth below:

- "User Content" means any documents, files, data, text, images, and other materials you or your Authorized Users submit, upload, or make available to the Services, including any content contained in those materials.
- "Outputs" means the results generated by the Services from processing User Content, including reports, flagged items, extracted metrics, and structured data.
- "Usage Data" means telemetry, logs, diagnostics, and technical data about the operation and use of the Services, excluding the contents of User Content and Outputs (other than in aggregated or anonymized form as described in Section 4.5).
- "De-Identified Data" means User Content or Outputs that Tie has aggregated and anonymized such that they cannot reasonably be used to identify you, any Authorized User, or any individual.

4.2 Ownership. As between you and Tie, you retain all right, title, and interest in and to User Content, and, subject to Section 4.5, you own Outputs to the extent they constitute your

proprietary content derived from your User Content. Tie and its licensors retain all right, title, and interest in and to the Services, including all software, models, algorithms, interfaces, designs, documentation, and any generalized know-how, templates, or formatting reflected in the Outputs.

4.3 License to Tie. You grant Tie a non-exclusive, worldwide, royalty-free license to host, copy, transmit, process, and display User Content solely to: (a) provide, maintain, and secure the Services; (b) generate Outputs; and (c) 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 routine backups as described in Section 6.

4.4 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 attribution.

4.5 AI Training; De-Identified Data; Analytics. Tie will not use identifiable User Content or Outputs to train, develop, or improve any artificial intelligence or machine learning models. Tie may create De-Identified Data from User Content and Outputs and may use De-Identified Data to operate, analyze, improve, and develop the Services, including to train models. Tie may also collect and use Usage Data and generate aggregated or anonymized analytics regarding use of the Services, provided that such analytics do not identify any user or individual and do not include User Content or Outputs in identifiable form. De-Identified Data and analytics derived under this Section 4.5 are Tie's property. Tie will not attempt to re-identify De-Identified Data.

5. Acceptable Use

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

- upload or submit User Content that you do not have the legal right to process, or that violates a confidentiality obligation you owe to a third party;
- upload malware, malicious code, or content intended to disrupt, damage, or gain unauthorized access to systems or data;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying components of the Services, except to the extent this restriction is prohibited by applicable law;
- circumvent or bypass access controls, rate limits, security measures, or usage restrictions;
- use the Services to mislead or defraud any person, including by using Outputs to misrepresent financial information to investors, regulators, lenders, counterparties, or clients;
- resell, rent, lease, timeshare, or otherwise provide access to the Services to any third party except as expressly authorized;
- use the Services to develop, train, or improve a competing product or service, including by using Outputs to train or evaluate competing systems;

- use automated tools (such as bots or scrapers) to access the Services in a manner that exceeds reasonable request volume or violates usage limits; or
- violate any applicable law or regulation in connection with your use of the Services.

Tie may suspend or terminate access for violations of this Section as described in Section 7.

6. Data Retention and Deletion

6.1 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, resolve disputes, or enforce agreements. Following termination or expiration of your 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.

6.2 Deletion Requests. You may request deletion of User Content and Outputs by contacting contactus@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.

6.3 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.

7. Suspension and Termination

7.1 Term. These Terms begin on the date you first accept them or use the Services and continue until terminated as provided in this Section.

7.2 Suspension. Tie may suspend or limit access to the Services immediately if we reasonably believe that (a) your use poses a security risk to the Services or another user, (b) you have violated Section 5 (Acceptable Use), (c) suspension is required by law, or (d) your fees are past due beyond any applicable cure period.

7.3 Termination by You. You may terminate your account by using available account settings or by contacting contactus@tieqc.io. Termination does not relieve you of payment obligations accrued before the effective date of termination.

7.4 Termination by Tie. Tie may terminate these Terms or your account for material breach, including repeated violations, non-payment, or use in violation of Section 5. Except for non-payment or a violation of Section 5, Tie will provide written notice of the material breach and a period of thirty (30) days to cure before terminating on that basis.

7.5 Effect of Termination. On termination: (a) your right to access the Services ceases; (b) Tie may delete User Content and Outputs in accordance with Section 6; and (c) the following Sections will survive: 3 (as to accrued fees), 4.2 (Ownership), 4.4 (Feedback), 4.5 (De-Identified Data), 6, 7.5, 8, 9, 10, and 11.

8. Disclaimers

8.1 AI Limitations; No Professional Advice. The Services may rely on machine learning, pattern recognition, and related techniques. Outputs may contain errors, omissions, or inaccuracies and may fail to identify certain issues. The Services and Outputs do not constitute legal, accounting, tax, investment, regulatory, or other professional advice, and Tie does not provide fiduciary services or due diligence services. You are responsible for your own review and for obtaining professional advice as appropriate. You must independently verify all Outputs before relying on them.

8.2 GENERAL DISCLAIMER. 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 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, OR ERROR-FREE, OR THAT OUTPUTS WILL BE ACCURATE OR COMPLETE. THIS SECTION APPLIES ONLY TO THE EXTENT NOT ADDRESSED BY A PLATFORM SERVICES AGREEMENT BETWEEN YOU AND TIE, WHICH, IF ONE EXISTS, GOVERNS AND CONTROLS.

9. Limitation of Liability

9.1 NO INDIRECT DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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.

9.2 LIABILITY CAP. TIE'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE FEES PAID BY YOU TO TIE FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR (B) ONE HUNDRED DOLLARS (\$100).

Some jurisdictions do not allow certain limitations of liability; in such jurisdictions, the limitations in this Section apply to the maximum extent permitted by applicable law. If you and Tie have entered into a Platform Services Agreement, that agreement's limitation of liability governs and controls in place of this Section.

10. Indemnification

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: (a) allegations that your User Content infringes or misappropriates a third party's intellectual property rights; (b) your violation of applicable law in connection with the Services; or (c) your use of the Services in a prohibited manner, including using Outputs to mislead investors, regulators, lenders, counterparties, or clients. If you and Tie have entered into a Platform Services Agreement, that agreement's

indemnification provisions govern and control in place of this Section.

11. Dispute Resolution; Governing Law

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

11.1 Arbitration. Any dispute, claim, or controversy arising out of or relating to these Terms or the Services (each, a "Dispute") will 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) under its Commercial Arbitration Rules then in effect, before a single arbitrator, with the seat of arbitration in New York, NY.

11.2 Class Action Waiver. To the maximum extent permitted by law, you and Tie each agree that claims may only be brought in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

11.3 Governing Law; Venue. These Terms are governed by the laws of the State of Delaware, without regard to its conflicts-of-laws principles. To the extent any claim is not subject to arbitration, the state and federal courts located in the State of Delaware have exclusive jurisdiction, and each party consents to that jurisdiction and venue.

12. Changes to the Services or These Terms

Tie may modify the Services and these Terms from time to time. For material changes, Tie will provide notice by updating the "Last Updated" date above and, for users with a paid subscription, by giving at least thirty (30) days' advance notice (which may be given by email or through the Services) before the changes take effect. If a user with a paid subscription objects to a material change before it takes effect, the user may terminate the affected subscription by written notice, and the terms in effect before the change will govern through the effective date of termination. For all other users, continued use of the Services after the effective date of any change constitutes acceptance of the revised Terms.

13. 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, and are not on any restricted-party list, to the extent applicable.

14. Copyright and IP Complaints

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

15. Third-Party Services and Subprocessors

15.1 Third-Party Services. The Services may depend on or interoperate with third-party services (for example, cloud hosting, error monitoring, and payment processors). Tie remains responsible for the subprocessors it engages to provide the Services. Tie is not responsible for third-party

products or services that you separately procure, elect to use, or integrate with the Services and that Tie has not engaged to provide the Services.

15.2 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.

16. Enterprise Customers

Tie offers a separately negotiated Platform Services Agreement for business customers with additional commercial, security, indemnity, warranty, and liability terms. If you are interested, contact contactus@tieqc.io. If you and Tie have executed a Platform Services Agreement, its terms govern and control to the extent of any conflict with these Terms.

17. Miscellaneous

17.1 Assignment. You may not assign these Terms without Tie's prior written consent (not to be unreasonably withheld), except that you may assign to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of your assets, provided the assignee agrees in writing to be bound. Tie may assign these Terms without your consent to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets or business.

17.2 Force Majeure. Except with respect to payment obligations, neither party is liable for delays or failures caused by events beyond its reasonable control.

17.3 No Agency. No agency, partnership, joint venture, or employment relationship is created by these Terms.

17.4 Severability; Waiver. If any provision of these Terms is unenforceable, it will be modified to the minimum extent necessary to make it enforceable, and the remainder will remain in effect. No waiver is effective unless in writing, and no waiver of any breach constitutes a waiver of any subsequent breach.

17.5 Entire Agreement. These Terms (together with the Privacy Policy) are the entire agreement between you and Tie regarding the Services and supersede prior agreements on that subject, other than a separately executed Platform Services Agreement, which controls to the extent of any conflict.

17.6 Notices. Notices to Tie must be sent to Tie QC, Inc., contactus@tieqc.io. Notices to you may be sent to the email associated with your account or provided through the Services.

17.7 Contact. Questions about the Services or these Terms may be sent to contactus@tieqc.io.