

Terms and Conditions and Release of Liability

Agreement between User and Case Flow investigator (CFI)

Welcome to Case Flow Investigator (CFI)

Case Flow Investigator (CFI) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Case Flow Investigator (CFI) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Case Flow Investigator (CFI) is a computer-based program.

Disclaimer: The information provided by Case Flow Investigator (CFI) is intended for general informational purposes only. While the Program utilizes artificial intelligence to provide assistance it is important to note that this information may not be exhaustive, up-to-date, or accurate.

Not Legal Advice: Case Flow Investigator (CFI) is not a substitute for professional legal advice. The Case Flow Investigator (CFI) Program does not provide legal opinions or interpretations of laws, regulations, or guidelines. Users are encouraged to seek advice from qualified legal professionals or relevant authorities to ensure compliance with laws.

User Responsibility: By using the Case Flow Investigator (CFI) Program, you acknowledge and agree that you are solely responsible for ensuring compliance with all applicable local, state, national, and international laws, rules, regulations, and guidelines.

No Liability for Legal Compliance: Case Flow Investigator (CFI) shall not be held liable for any legal consequences arising from a user's failure to comply with laws or regulations. Users assume full responsibility for their actions and are encouraged to verify the accuracy of information obtained from the AI-Assistance in the Case Flow Investigator (CFI) Program with local authorities.

Release of Liability: Release of Liability for "Case Flow Investigator (CFI)" Program Usage – Case Flow Investigator (CFI) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of Case Flow Investigator (CFI) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

You as a user of the Case Flow Investigator (CFI) Program agree to the terms and conditions set forth in this Release of Liability Form ("Release") in connection with my use of the "Case Flow Investigator (CFI)" program, or application ("App")

1. Assumption of Risk: I understand that the use of the Program involves inherent risks, including but not limited to the risk of data breaches, security vulnerabilities, and other unforeseen issues that may arise in connection with the use of technology.
2. Release of Liability: I hereby release, discharge, and hold harmless Case Flow Investigator (CFI) and the Program owner, officers, directors, employees, agents, and representatives from any and all claims, liabilities, damages, losses, costs, or expenses, including attorney's fees, arising out of or in connection with my use of the program.
3. Waiver of Claims: I waive any and all claims against Case Flow Investigator (CFI) and the Program owner, officers, directors, employees, agents, and representatives that may arise from my use of the program, including but not limited to claims for negligence, breach of contract, or any other cause of action.
4. Confidentiality and Data Security: I understand that the Company takes reasonable measures to secure user data. However, I acknowledge that the Company cannot guarantee the absolute security of data transmitted through the Program and that data breaches or unauthorized access may occur.
5. Governing Law: This Release shall be governed by and construed in accordance with the laws of Florida without regard to its conflict of law principles. BY CLICKING "AGREE" YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY FORM AND VOLUNTARILY AGREE TO ITS TERMS.

Privacy

Your use of Case Flow Investigator (CFI) is subject to Case Flow Investigator (CFI)'s Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

Electronic Communications

Visiting Case Flow Investigator (CFI) or sending emails to Case Flow Investigator (CFI) or using the "Messages" feature within the program constitutes electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site or program, satisfy any legal requirement that such communications be in writing.

Your Account

If you use this site or program, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Case Flow Investigator (CFI) is not responsible for third party access to your account that results from theft or misappropriation of your account. Case Flow

Investigator (CFI) and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Children Under Thirteen

Case Flow Investigator (CFI) does not knowingly collect, either online or offline, personal information from persons under the age of eighteen, if you are under eighteen-years-old you may use Case Flow Investigator (CFI) only with permission of a parent or guardian.

Cancellation/Refund Policy

You can cancel your subscription at any time by logging into your account and proceeding to the "Subscriptions" tab.

Links to Third Party Sites/Third Party Services

Case Flow Investigator (CFI) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Case Flow Investigator (CFI) and Case Flow Investigator (CFI) is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Case Flow Investigator (CFI) is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Case Flow Investigator (CFI) of the site or any association with its operators.

Certain services made available via Case Flow Investigator (CFI) are delivered by third party sites and organizations. By using any product, service or functionality originating from the Case Flow Investigator (CFI) domain, you hereby acknowledge and consent that Case Flow Investigator (CFI) may share such information and data with any third party with whom Case Flow Investigator (CFI) has a contractual relationship to provide the requested product, service or functionality on behalf of Case Flow Investigator (CFI) users and customers.

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use Case Flow Investigator (CFI) strictly in accordance with these terms of use. As a condition of your use of the Site or program, you warrant to Case Flow Investigator (CFI) that you will not use the Site or program for any purpose that is unlawful or prohibited by these Terms. You may not use the Site or program in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site or program. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site or program, is the property of Case Flow Investigator (CFI) or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe

and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

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International Users

The Service is controlled, operated and administered by Case Flow Investigator (CFI) from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Case Flow Investigator (CFI) Content accessed through Case Flow Investigator (CFI) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

You agree to indemnify, defend and hold harmless Case Flow Investigator (CFI), its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or program or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Case Flow Investigator (CFI) reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Case Flow Investigator (CFI) in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and

reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Case Flow Investigator (CFI) agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE/PROGRAM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CASE FLOW INVESTIGATOR (CFI) AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CASE FLOW INVESTIGATOR (CFI) AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING,

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Termination/Access Restriction

Case Flow Investigator (CFI) reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section. Except as set forth in the Arbitration Clause above. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Florida and you hereby consent to the exclusive jurisdiction and venue of courts in Florida in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Case Flow Investigator (CFI) as a result of this agreement or use of the Site. Case Flow Investigator (CFI)'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Case Flow Investigator (CFI)'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Case Flow Investigator (CFI) with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Case Flow Investigator (CFI) with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Case Flow Investigator (CFI) with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

Case Flow Investigator (CFI) reserves the right, in its sole discretion, to change the Terms under which Case Flow Investigator (CFI) is offered. The most current version of the Terms will supersede all previous versions. Case Flow Investigator (CFI) encourages you to periodically review the Terms to stay informed of our updates.

Contact Us

Case Flow Investigator (CFI) welcomes your questions or comments regarding the Terms:

Case Flow Investigator (CFI)

Lakeland, Florida 34609

Email Address:

cfi@caseflowinvestigator.com

Effective as of January 22, 2025