

Terms of Service

Open Mind Ledger

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1. Introduction and Acceptance of Terms

Welcome to Open Mind Ledger ("Service," "Platform," "we," "us," or "our"), a cloud-based financial dashboard and analytics platform operated by Uncle Sam Tax Rescue LLC dba Open Mind Archives, a Florida limited liability company ("Company").

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and the Company governing your access to and use of the Open Mind Ledger platform, including all related websites, applications, APIs, and services.

BY ACCESSING OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you do not agree to these Terms, you must not access or use the Service.

If you are accessing or using the Service on behalf of a business entity, you represent and warrant that you have the authority to bind that entity to these Terms, and "you" shall refer to both you individually and such entity.

2. Definitions

For purposes of these Terms:

- **"Account"** means your registered account on the Platform.
- **"Authorized User"** means any individual you authorize to access the Service through your Account.
- **"Client"** means any third party (such as an accounting client) that you invite to access their own financial data through the Platform.
- **"Content"** means all text, data, information, software, graphics, and other materials accessible through the Service.
- **"Financial Data"** means any financial information imported, synchronized, or displayed through the Service, including data from QuickBooks Online.
- **"Subscription"** means the paid access plan you have selected for the Service.
- **"Team"** means an organizational unit within the Platform representing a single client or business entity.
- **"Third-Party Services"** means external services integrated with the Platform, including but not limited to QuickBooks Online, Stripe, and AI providers.

3. Description of Service

3.1 Platform Overview

Open Mind Ledger is a multi-tenant Software-as-a-Service (SaaS) platform designed for accounting professionals to manage financial data and provide analytics for their clients. The Service provides:

- **CEO Dashboard:** Real-time financial metrics, income and expense tracking, and key performance indicators
- **Tax Planning Module:** EBITDA-based tax calculations, quarterly payment tracking, and entity structure analysis
- **Budget Module:** Annual, quarterly, and rolling budget creation with variance analysis and scenario planning
- **Cash Flow Forecasting:** AI-powered time series forecasting with ARIMA/SARIMA models
- **Financial Reporting:** PDF report generation with customizable insights
- **QuickBooks Online Integration:** OAuth 2.0 secure connection to synchronize financial data

3.2 Intended Users

The Service is designed for: - **Accountants and Bookkeepers** (primary users who manage multiple clients) - **Business Owners** (clients who view their own financial dashboards)

3.3 Service Limitations

The Service is provided as an **informational and analytical tool only**. It does not constitute: - Professional accounting, tax, or legal advice - A substitute for consultation with qualified professionals - An official tax filing or compliance system - A guarantee of financial outcomes or projections

4. Account Registration and Security

4.1 Registration Requirements

To use the Service, you must: 1. Provide accurate, current, and complete registration information 2. Maintain and promptly update your registration information 3. Be at least 18 years of age or the age of majority in your jurisdiction 4. Accept these Terms and our Privacy Policy

4.2 Account Security

You are responsible for: - Maintaining the confidentiality of your account credentials - All activities that occur under your Account - Notifying us immediately of any unauthorized access or security breach - Ensuring that any Authorized Users or Clients comply with these Terms

We implement industry-standard security measures including: - Multi-factor authentication (MFA) support - Encryption of sensitive data at rest and in transit - Fernet (AES-128-CBC) encryption for OAuth tokens and API keys - Secure session management

4.3 Team Access Codes

Each Team is assigned a unique Dashboard Access Code. You are responsible for: - Distributing access codes only to authorized individuals - Regenerating access codes if compromise is suspected - Understanding that access codes provide a secondary authentication factor

5. Subscription Plans and Billing

5.1 Subscription Tiers

The Service offers the following subscription tiers based on the number of QuickBooks Online (QBO) connections:

Tier	QBO Connections	Monthly Price	Annual Price (per month)
Starter	1-5	\$199	\$179
Growing	6-15	\$349	\$314
Professional	16-30	\$499	\$449
Business	31-50	\$699	\$629
Enterprise	51-100	\$999	\$899

All subscription tiers include access to all platform modules (CEO Dashboard, Tax Planning, Budget).

5.2 Trial Period

New accounts receive a [TRIAL_PERIOD_DAYS]-day trial period with access limited to 1 QBO connection. During the trial: - Full feature access is provided for evaluation purposes - No payment information is

required to start the trial - Service will become limited upon trial expiration unless a paid subscription is activated

5.3 Billing Terms

- **Payment Processing:** All payments are processed securely through Stripe, Inc.
- **Billing Cycle:** Subscriptions are billed monthly or annually in advance
- **Price Changes:** We may modify pricing with 30 days' written notice
- **Taxes:** Prices do not include applicable sales tax, VAT, or other taxes, which will be added where required
- **Currency:** All prices are in US Dollars (USD)

5.4 Automatic Renewal

Subscriptions automatically renew at the end of each billing period unless: - You cancel before the renewal date - We terminate your account in accordance with these Terms - We discontinue the Service

5.5 Failed Payments and Account Lifecycle

If payment fails: 1. We will attempt to process payment using alternate methods on file 2. We will notify you of the failed payment 3. **Grace Period (Days 1-2):** You have 2 days to resolve the payment issue 4.

Suspended (Days 3-32): After 2 days of failed payment, your account is suspended. You cannot access the Service but can reactivate by paying 5. **Archived (Days 33-62):** After 30 days of suspension, your account is archived. Data is preserved but inaccessible 6. **Deleted (After Day 62):** After 30 days of archival, your data is permanently deleted unless legal retention requirements apply

6. QuickBooks Online Integration

6.1 Authorization

By connecting your QuickBooks Online account to the Service, you: - Authorize us to access your QBO data via Intuit's OAuth 2.0 API - Confirm you have the legal authority to grant such access - Acknowledge that data synchronization is subject to QBO API availability

6.2 Data Access Scope

Our QBO integration accesses the following data types: - Company information and preferences - Chart of accounts - Profit and loss reports - Balance sheet reports - Transaction details (invoices, bills, payments, deposits) - Customer and vendor information - Accounting method preferences

6.3 Token Security

OAuth tokens are: - Encrypted at rest using Fernet (AES-128-CBC) symmetric encryption - Never stored in plaintext in production environments - Automatically refreshed per Intuit's security requirements - Revocable by you at any time through QBO or our Platform

6.4 Disconnection

You may disconnect your QBO account at any time through the Platform. Upon disconnection: - Active OAuth tokens are revoked - Historical synchronized data may be retained per our data retention policy - New data synchronization will cease immediately

6.5 Intuit Terms

Your use of the QBO integration is also subject to Intuit's Terms of Service and Privacy Policy. In the event of conflict between these Terms and Intuit's terms regarding the QBO integration, Intuit's terms shall govern with respect to the QBO services.

7. AI-Powered Features

7.1 AI Services

The Platform incorporates AI-powered features including: - Cash flow and revenue forecasting (ARIMA/SARIMA time series models) - AI-generated methodology explanations - Automated insights and recommendations

7.2 AI Provider Integration

AI features may utilize third-party AI providers including: - Anthropic (Claude) - OpenAI - Google AI

Your use of AI features is subject to the respective provider's terms of service and usage policies.

7.3 AI Limitations

You acknowledge that: - AI-generated content is for informational purposes only - AI predictions and forecasts are based on historical data and statistical models - AI outputs should not be relied upon as the sole basis for financial decisions - AI models may produce errors, inaccuracies, or unexpected results - We do not guarantee the accuracy, completeness, or reliability of AI outputs

7.4 Team API Keys

Administrators may configure their own API keys for AI providers. You are responsible for: - Securing your own API keys - Compliance with the respective AI provider's terms - Any usage charges incurred through your API keys

8. User Responsibilities and Acceptable Use

8.1 Your Responsibilities

You agree to: - Provide accurate and complete information - Use the Service only for lawful purposes - Maintain appropriate professional licenses and qualifications - Comply with all applicable laws and regulations - Respect the intellectual property rights of others

8.2 Prohibited Activities

You shall not: - Violate any applicable laws, regulations, or third-party rights - Use the Service to commit fraud or misrepresentation - Attempt to gain unauthorized access to any portion of the Service - Interfere with or disrupt the Service or servers - Reverse engineer, decompile, or disassemble any aspect of the Service - Use automated means to access the Service except as explicitly permitted - Transmit viruses, malware, or other harmful code - Collect or harvest user data without authorization - Resell, sublicense, or redistribute the Service without authorization - Use the Service to provide professional advice without appropriate qualifications

8.3 Client Management

When inviting Clients to access the Platform: - You are responsible for ensuring Clients accept these Terms - You are responsible for the accuracy of data presented to Clients - You acknowledge that Clients have read-only access to their own Team data - You will not invite unauthorized individuals to access Client data

9. Intellectual Property

9.1 Company Ownership

The Company owns all rights, title, and interest in: - The Service, including all software, algorithms, and underlying technology - Our trademarks, service marks, and trade dress - All documentation, training materials, and related content - Improvements, modifications, and derivative works of the foregoing

9.2 User Data Ownership

You retain all ownership rights in: - Financial data you import or synchronize - Content you create using the Service - Your proprietary business information

9.3 License Grant to Company

By using the Service, you grant us a limited, non-exclusive, worldwide license to: - Process, store, and display your data as necessary to provide the Service - Create anonymized, aggregated analytics (which do not identify you or your clients) - Use your feedback and suggestions without compensation or attribution

9.4 Feedback

Any feedback, suggestions, or ideas you provide regarding the Service may be used by us without restriction, compensation, or attribution.

10. Confidentiality

10.1 Confidential Information

"Confidential Information" includes: - Your Financial Data and business information - Client data and identities - Account credentials and access codes - Any information marked as confidential

10.2 Our Obligations

We will: - Protect your Confidential Information using industry-standard security measures - Limit access to Confidential Information to authorized personnel - Not disclose Confidential Information except as required by law or with your consent - Promptly notify you of any security breach affecting your data

10.3 Exceptions

Confidentiality obligations do not apply to information that: - Is or becomes publicly available through no fault of ours - Was rightfully in our possession before disclosure - Is independently developed without use of your information - Is disclosed with your written consent

11. Data Privacy and Protection

11.1 Privacy Policy

Our collection, use, and disclosure of personal information is governed by our Privacy Policy, which is incorporated by reference into these Terms.

11.2 Data Processing

If you are located in a jurisdiction with specific data protection requirements (such as GDPR or CCPA), additional terms in our Data Processing Agreement may apply.

11.3 Data Retention

We retain your data for the duration of your subscription and for a reasonable period thereafter, as described in our Privacy Policy.

11.4 Data Deletion

Upon account termination, you may request deletion of your data in accordance with our Privacy Policy, subject to legal retention requirements.

12. Third-Party Services

12.1 Integrated Services

The Platform integrates with third-party services including: - **QuickBooks Online (Intuit)**: Financial data synchronization - **Stripe**: Payment processing - **Anthropic, OpenAI, Google AI**: AI-powered features - **Resend**: Email communications - **Cloudflare R2**: Cloud storage - **Sentry**: Error monitoring

12.2 Third-Party Terms

Your use of third-party services is subject to the respective provider's terms and policies. We are not responsible for: - The availability, accuracy, or quality of third-party services - Changes to third-party service terms or pricing - Data processing by third-party services

12.3 Third-Party Links

The Service may contain links to third-party websites or services. We are not responsible for the content, privacy practices, or policies of such third parties.

13. Service Availability and Support

13.1 Third-Party Infrastructure Dependency

IMPORTANT: The Service is deployed on third-party cloud infrastructure (Railway) and depends on numerous third-party services. You acknowledge that:

- **We do not control our underlying infrastructure** and cannot guarantee specific uptime percentages
- **Outages at third-party providers will affect the Service**, including but not limited to Railway (hosting), QuickBooks Online (data), Stripe (payments), and AI providers
- **We provide Service Level Objectives (SLOs), not Service Level Agreements (SLAs)** as described in our Service Level Objectives document
- **We are not liable for service interruptions** caused by our third-party providers

13.2 Availability

We strive to maintain high service availability but **do not guarantee** uninterrupted access. The Service may be unavailable due to: - Scheduled maintenance (with reasonable advance notice) - Emergency maintenance - Third-party provider outages (Railway, QBO, Stripe, AI providers) - Internet connectivity issues - Factors beyond our reasonable control

13.3 No Uptime Guarantees

Unlike services that control their own infrastructure, **we cannot and do not guarantee specific uptime percentages**. Our hosting provider (Railway) does not provide public SLAs to its customers. Therefore: - We do not offer automatic service credits for downtime - We provide best-effort service availability - Extended outages may be considered for goodwill credits at our sole discretion

13.4 Support

Support is provided via email (support@openmindledger.com) during business hours (Monday-Friday, 9 AM - 6 PM Eastern Time, excluding US federal holidays). Response time targets are described in our Service Level Objectives document.

13.5 Updates and Modifications

We may modify, update, or discontinue features of the Service at any time. Material changes will be communicated with reasonable notice.

14. Disclaimers

14.1 "As Is" Basis

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO: - IMPLIED WARRANTIES OF MERCHANTABILITY - FITNESS FOR A PARTICULAR PURPOSE - NON-INFRINGEMENT - ACCURACY OR COMPLETENESS OF DATA

14.2 No Professional Advice

THE SERVICE DOES NOT PROVIDE ACCOUNTING, TAX, LEGAL, OR FINANCIAL ADVICE. ALL INFORMATION AND TOOLS ARE FOR INFORMATIONAL PURPOSES ONLY. YOU SHOULD CONSULT QUALIFIED PROFESSIONALS BEFORE MAKING FINANCIAL DECISIONS.

14.3 Third-Party Data

WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR TIMELINESS OF DATA OBTAINED FROM QUICKBOOKS ONLINE OR OTHER THIRD-PARTY SOURCES.

14.4 AI Outputs

AI-GENERATED CONTENT, FORECASTS, AND RECOMMENDATIONS ARE PROVIDED WITHOUT WARRANTY OF ACCURACY OR RELIABILITY.

15. Limitation of Liability

15.1 Exclusion of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY: - INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES - LOST PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITIES - COST OF SUBSTITUTE SERVICES - DAMAGES ARISING FROM RELIANCE ON AI OUTPUTS OR FORECASTS

15.2 Liability Cap

OUR TOTAL LIABILITY FOR ANY CLAIMS ARISING UNDER THESE TERMS SHALL NOT EXCEED THE GREATER OF: - THE AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR - ONE HUNDRED US DOLLARS (\$100)

15.3 Exceptions

THE LIMITATIONS IN THIS SECTION DO NOT APPLY TO: - LIABILITY FOR FRAUD OR INTENTIONAL MISCONDUCT - BREACH OF CONFIDENTIALITY OBLIGATIONS - INDEMNIFICATION OBLIGATIONS - LIABILITY THAT CANNOT BE LIMITED BY APPLICABLE LAW

16. Indemnification

16.1 Your Indemnification

You agree to indemnify, defend, and hold harmless the Company and its officers, directors, employees, agents, and affiliates from any claims, damages, losses, or expenses (including reasonable attorneys' fees) arising from: - Your use of the Service - Your violation of these Terms - Your violation of any third-party rights - Your Financial Data or content - Claims by your Clients relating to the Service

16.2 Procedure

We will: - Promptly notify you of any claim subject to indemnification - Provide reasonable cooperation in the defense - Allow you to control the defense and settlement (subject to our approval of any settlement affecting our rights)

17. Term and Termination

17.1 Term

These Terms are effective upon your acceptance and continue until terminated.

17.2 Termination by You

You may terminate your account at any time by: - Canceling your subscription through the Platform - Contacting us at support@openmindledger.com

17.3 Termination by Us

We may suspend or terminate your account: - For violation of these Terms - For non-payment of fees - If required by law - If we discontinue the Service (with reasonable notice)

17.4 Effect of Termination

Upon termination: - Your access to the Service will cease - You remain liable for any outstanding fees - Provisions that by their nature should survive will survive (including Sections 9, 10, 14, 15, 16, and 19) - Your data will be handled in accordance with our Privacy Policy

18. Dispute Resolution

18.1 Governing Law

These Terms shall be governed by the laws of the State of Florida, United States, without regard to conflict of law principles.

18.2 Jurisdiction and Venue

Any legal action or proceeding arising under these Terms shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida, and you hereby consent to the personal jurisdiction and venue of such courts.

18.3 Informal Resolution

Before initiating formal dispute resolution, you agree to contact us at legal@openmindledger.com to attempt informal resolution for at least 30 days.

18.4 Arbitration

Any dispute not resolved informally shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted in Palm Beach County, Florida.

18.5 Class Action Waiver

YOU AGREE TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS AND WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION.

18.6 Exceptions

Either party may seek injunctive relief in any court of competent jurisdiction for violations of intellectual

property rights or confidentiality obligations.

19. General Provisions

19.1 Entire Agreement

These Terms, together with our Privacy Policy and any applicable Data Processing Agreement, constitute the entire agreement between you and the Company regarding the Service.

19.2 Amendments

We may modify these Terms at any time by posting the revised Terms on our website. Material changes will be notified via email or in-app notification. Continued use after changes constitutes acceptance.

19.3 Waiver

Failure to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

19.4 Severability

If any provision is found unenforceable, the remaining provisions shall continue in full force and effect.

19.5 Assignment

You may not assign these Terms without our written consent. We may assign these Terms in connection with a merger, acquisition, or sale of assets.

19.6 Notices

Notices to you will be sent to the email address associated with your account. Notices to us should be sent to legal@openmindledger.com.

19.7 Force Majeure

Neither party shall be liable for delays or failures due to circumstances beyond reasonable control, including natural disasters, wars, terrorism, labor disputes, or government actions.

20. Contact Information

For questions about these Terms:

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