# PlanCheckPro.Al Legal and Usage Documents

## A. Disclaimer (Use in Reports & On-Screen Notices)

**Disclaimer:** The PlanCheckPro.Al review is an Al-generated, informational tool designed to assist design professionals in identifying potential code-related issues based on submitted documents. This output does **not** constitute a formal code compliance review, engineering judgment, or approval from any Authority Having Jurisdiction (AHJ).

Users are solely responsible for verifying all findings, and this report should not be used as a replacement for professional design review, plan approval, or code interpretation by a licensed engineer, architect, or building official. PlanCheckPro.Al and its affiliates assume no liability for decisions made or actions taken based on this review.

PlanCheckPro.Al is designed to support compliance with Florida House Bill 863 (HB 863), which mandates that Florida jurisdictions accept plans reviewed by approved private provider software. While PlanCheckPro.Al aligns with the provisions of HB 863, it is the user's responsibility to ensure all statutory requirements are satisfied and to coordinate with the appropriate AHJ.

# B. Terms of Use (Public-Facing Users)

Effective Date: August 8,2025

- **1. Acceptance of Terms** By accessing or using PlanCheckPro.Al ("the Service"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree with any part of these Terms, you may not use the Service.
- **2. Use of Service** PlanCheckPro.Al provides Al-generated code review summaries. You acknowledge that this information is for general reference only and does not replace professional or regulatory review. The platform is designed to support workflows consistent with Florida HB 863.
- **3. User Responsibilities** You agree to use the Service only for lawful purposes. You are responsible for verifying any Al-generated outputs before acting upon them. You agree not to rely solely on the Service for code compliance decisions.
- **4. Intellectual Property** All content and software related to PlanCheckPro.Al are the property of Pacifica Engineering Services, LLC or its licensors and are protected by applicable intellectual property laws.
- **5. No Warranties** The Service is provided "as-is" without warranties of any kind. We disclaim all liability for the accuracy or completeness of results.

- **6. Limitation of Liability** To the fullest extent permitted by law, PlanCheckPro.Al shall not be liable for any indirect, incidental, or consequential damages resulting from your use of the Service.
- **7. Modifications** We reserve the right to modify these Terms at any time. Continued use after modifications constitutes acceptance.
- **8. Governing Law** These Terms shall be governed by the laws of the State of Florida, without regard to its conflict of law provisions.

# C. Privacy Policy

**Effective Date:** [Insert Date Here]

PlanCheckPro.Al respects your privacy. This policy explains what information we collect and how we use it.

#### 1. Information We Collect:

- Plan documents uploaded for analysis
- Metadata (project name, sheet numbers, etc.)
- User contact information (if applicable)
- 2. Use of Information: We use the information to:
  - Provide plan review services
  - Improve our AI models and user experience
  - Communicate with you if needed
- **3. Data Retention:** Uploaded files are stored securely and may be retained for audit and training purposes unless deletion is requested.
- **4. Sharing of Information:** We do not sell your data. We may share with service providers under strict confidentiality agreements solely to operate and improve the service.
- **5. Security:** We use commercially reasonable security measures to protect your information.
- **6. Your Rights:** You may request deletion of your data by contacting info@plancheckpro.ai.

## D. Service Agreement (for Paid or White-Labeled Access)

**This Service Agreement ("Agreement")** is made between the client ("Client") and Pacifica Engineering Services, LLC ("Provider") regarding access to PlanCheckPro.Al.

**1. Scope of Services:** Provider will grant Client access to PlanCheckPro.Al for the purpose of conducting Al-based plan review. The service includes Excel/PDF output reports and access to the user portal (if applicable). The platform is intended to support Florida HB 863 and may be used in connection with private provider submissions where applicable.

#### 2. Deliverables:

- Al-generated code compliance comments
- Accuracy scores and sheet references
- Customer support via email/portal
- **3. Fees and Payment:** As agreed upon per project, subscription, or enterprise pricing model. Payment terms net 30 unless otherwise stated.
- **4. Limitations:** Service is provided for informational purposes only. It does not constitute a certified or stamped plan review.
- **5. Intellectual Property:** Client retains ownership of uploaded plans. Provider retains ownership of all tools, data processing logic, and output formats.
- **6. Confidentiality:** Both parties agree to maintain the confidentiality of shared materials.
- **7. Termination:** Either party may terminate this agreement with 30 days' notice.
- 8. Governing Law: This Agreement is governed by the laws of the State of Florida.