

Terms and Conditions & Privacy Policy

Effective Date: August 7, 2025

Last Updated: August 7, 2025

Welcome to RentalWriteOff.com (“RentalWriteOff,” “we,” “our,” or “us”). By using our website and purchasing our services, you agree to the following legally binding Terms and Conditions and Privacy Policy. If you do not agree, you may not use our services.

TERMS AND CONDITIONS

1. Eligibility and Scope

RentalWriteOff is available to:

- Individuals who are at least 18 years old,
- Located in the United States, and
- Residential property owners or licensed CPAs acting on behalf of clients.

You represent that you meet these eligibility requirements. RentalWriteOff reserves the right to refuse service for any reason at its sole discretion.

2. No User Accounts

RentalWriteOff does not require or support user account creation. All services are purchased per report. Upon payment, users receive a downloadable and/or emailed copy of their cost segregation study.

3. License Grant and Usage Restrictions

RentalWriteOff grants you a limited, non-exclusive, non-transferable, revocable license to access and use the purchased report for your personal tax preparation purposes only. You may share the report solely with your tax professional.

You may not:

- Reproduce, distribute, sublicense, resell, or publicly display any part of the reports or materials;
- Reverse engineer or create derivative works based on our platform or content;
- Use our reports for commercial resale or tax advisory to third parties;
- Upload or input any unlawful, misleading, or inaccurate data.

4. No Legal, Tax, or Financial Advice

RentalWriteOff is not a CPA firm, law firm, or financial advisor. **Nothing on our site or in our reports constitutes professional advice.** You agree to:

- Consult your own licensed tax professional before relying on the report,
- Review all data for accuracy before filing any tax documents,
- Assume all responsibility for IRS outcomes.

RentalWriteOff shall not be liable for audit outcomes, penalties, missed deductions, loss of tax benefits, or other tax consequences.

5. No Guarantee of Outcome

We do not guarantee that any cost segregation report will result in tax savings, deductions, audit success, or specific financial outcomes. All results depend on your individual circumstances and the judgment of your tax professional.

6. Audit Protection

RentalWriteOff provides audit protection for cost segregation reports delivered through our service. Audit protection means that, if you are audited by the IRS or a state taxing authority, we will:

- Provide supporting documentation for your cost segregation study,
- Respond to reasonable inquiries from the taxing authority regarding our methodology, and

Audit protection is available for a period of **five (5) years** from the delivery date of your report. RentalWriteOff includes up to **four (4) hours** of audit protection at no additional cost. Additional support beyond this limit may be provided at your request and will be billed at **\$300 per hour**.

Audit protection does not include legal or tax representation, payment of penalties, interest, or taxes, or any guarantee of audit outcomes. You remain solely responsible for engaging a licensed CPA, attorney, or other qualified professional to represent you before the IRS or state authorities. Audit protection applies only if you provide RentalWriteOff with prompt notice of the audit and authorize us to communicate with the taxing authority on your behalf.

7. Payment, Refunds, and Promotions

Each report is sold for a one-time fee.

Payments are processed via secure third-party platforms (e.g., Stripe).

No refunds will be issued unless:

- (a) You were charged twice for the same report, or
- (b) We made a material error in the report.

Refunds will be issued only to the original payment method used for purchase.

Referral bonuses and discount codes are offered at our discretion and may be changed or discontinued without notice.

8. Required User Inputs

Users must upload a valid property appraisal to receive a report. You are solely responsible for the accuracy and completeness of this data.

9. Intellectual Property

All content, reports, and software on RentalWriteOff.com are the exclusive property of RentalWriteOff. By using the service, you agree not to:

- Copy, reproduce, distribute, or exploit any portion of our content,
- Remove proprietary notices,
- Share or republish your report except as necessary for your own tax filing.

10. Data Use and Privacy

We collect and store limited personal and property information.

This data is processed by trusted third-party vendors such as Stripe and AWS.

We do not sell your personal data.

See the **Privacy Policy** below for more details.

11. Modifications to Services

We may modify, suspend, or discontinue any part of the service at any time without notice. We may update these Terms from time to time; continued use indicates your agreement to any changes. If changes are material, we may notify you via email or a notice on our website.

12. Limitation of Liability

To the maximum extent permitted by law, RentalWriteOff is not liable for:

- Any indirect, incidental, consequential, or punitive damages;
- Loss of income, goodwill, data, or tax benefits;
- Errors resulting from user-provided information;

- Tax consequences resulting from use or misuse of the report.

In any event, our total liability, whether in contract, tort, or otherwise, shall not exceed the amount you paid for the service.

13. Indemnification

You agree to indemnify, defend, and hold harmless RentalWriteOff LLC, its owners, employees, and contractors from and against any claims, liabilities, damages, losses, or expenses (including reasonable attorneys' fees) arising from your violation of these Terms, your misuse of the reports, or your violation of any law or third-party rights.

14. Dispute Resolution and Governing Law

You agree to resolve disputes with RentalWriteOff through **binding arbitration** administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules, before a single arbitrator located in Wyoming. You may also bring an individual claim in small claims court in Wyoming if the claim qualifies.

Class actions and class arbitrations are not permitted.

This Agreement is governed by the laws of the State of Wyoming, without regard to conflict of laws rules.

15. Force Majeure

RentalWriteOff is not responsible for service delays or failures caused by events beyond our control, including but not limited to natural disasters, internet outages, third-party service failures, or legal restrictions.

16. Assignment and Severability

You may not assign these Terms without our prior written consent. If any part of these Terms is found to be invalid, the rest remains enforceable.

17. Feedback and Suggestions

By submitting feedback or suggestions, you grant RentalWriteOff the right to use such feedback for any purpose without compensation or obligation.

18. Entire Agreement

These Terms and our Privacy Policy constitute the entire agreement between you and RentalWriteOff regarding your use of our services, and supersede any prior or contemporaneous agreements, whether written or oral.

19. Contact

RentalWriteOff LLC

Email: support@RentalWriteOff.com

PRIVACY POLICY

1. Information We Collect

We collect the minimum necessary information to deliver cost segregation reports, process payments, and improve our services. This may include:

- **Personal Information:** Name, email address, phone number, billing address.
- **Property Information:** Uploaded property appraisals, purchase details, and related documents.
- **Payment Information:** Payment method details and transaction IDs (processed via secure third-party payment providers such as Stripe or PayPal).
- **Technical & Usage Data:** IP address, browser type, device information, and pages visited.
- **Cookies & Tracking Data:** Information collected through cookies, pixels, and similar technologies for analytics and advertising.

2. How We Use Your Information

We use your information to:

- Process and deliver your cost segregation report.
- Communicate with you about your order or account.
- Process secure payments.
- Improve our website, services, and customer experience.
- Conduct analytics to understand site usage.
- Deliver and measure advertising and retargeting campaigns.
- Comply with legal and regulatory obligations.

We do **not** sell your personal information.

3. Cookies, Analytics, and Advertising

We use cookies and similar technologies for site functionality, analytics, and advertising. These may include:

- **Analytics Tools** (e.g., Google Analytics) to measure traffic and site performance.
- **Advertising & Retargeting Tools** (e.g., Google Ads, Facebook Pixel, LinkedIn Insight Tag) to show relevant ads on other websites or platforms.
- **Email Marketing Tools** (e.g., Mailchimp, ActiveCampaign) if you opt in to our mailing list.

You can manage cookies through your browser settings. Disabling cookies may impact some site features.

4. Sharing Your Information

We share your information only with:

- **Service Providers** that help operate our business (e.g., AWS for hosting, Stripe/PayPal for payments, Google for analytics).
- **Legal Authorities** when required to comply with applicable laws or court orders.
- **Professional Advisors** (e.g., accountants, attorneys) for legitimate business needs.

All service providers are contractually obligated to protect your data and use it only for their assigned purpose.

5. Data Retention

We retain your personal and property data for as long as necessary to:

- Provide your report and related services.
- Meet legal, tax, and audit requirements (generally up to **7 years**).
- Allow limited re-access to past reports.

You may request deletion of your data at any time (see Section 7).

6. Data Security

We use commercially reasonable safeguards, including encryption in transit and at rest, secure data centers, role-based access controls, and regular security checks.

While we take strong measures to protect your data, no online system is 100% secure. You are responsible for protecting your own device and login credentials.

7. Your Privacy Rights

Depending on your state of residence, you may have the right to:

- Access the personal data we hold about you.

- Request correction of inaccurate data.
- Request deletion of your data.
- Opt out of targeted advertising.
- Withdraw consent for optional uses of your data.

To exercise these rights, contact us at **support@RentalWriteOff.com**. We may verify your identity before fulfilling your request.

California Residents: We comply with the California Consumer Privacy Act (CCPA/CPRA) and will honor all applicable rights requests.

8. Children's Privacy

Our services are not intended for anyone under 18 years old. We do not knowingly collect personal information from minors. If we discover that we have received such information, we will delete it immediately.

9. Changes to This Policy

We may update this Privacy Policy from time to time. We will post the revised version on our website with a new "Last Updated" date. If we make material changes, we may also notify you by email or through our site.

10. Contact Us

RentalWriteOff LLC

Email: **support@RentalWriteOff.com**