

Tabiflow LLC

Terms of Service & Privacy Policy — Updated Draft v2.1

FOR ATTORNEY REVIEW — NOT YET PUBLISHED

This package contains the updated v2.1 Terms of Service and Privacy Policy for Tabiflow LLC, revised to address the feedback from **Tricia A. Flynn, Esq. (VYZAS & ASSOCIATES, P.C.)** delivered 2026-05-23. The currently live page at tabiflow.net/legal remains the older combined document and should be replaced once this version is approved.

Document control

Effective Date	[PENDING — to be set by founder after attorney sign-off]
Draft updated	May 23, 2026 (draft)
Version	2.1 — incorporating Tricia A. Flynn (Vyzas & Associates, P.C.) feedback dated 2026-05-23
Operating entity	Tabiflow LLC, a New Jersey limited liability company
Primary contact (this draft)	gettabiflow@gmail.com
Production (post-launch) contacts	support@tabiflow.net legal@tabiflow.net
Reviewed by	Tricia A. Flynn, Esq. — Vyzas & Associates, P.C., Jersey City, NJ

Changes from the live version (what Tricia asked for, and how it is now addressed)

- **Separate Terms and Privacy.**

Done. This package contains Part A — Terms of Service (29 sections) and Part B — Privacy Policy (18 sections) as independent documents.

- **Add a Limitation of Liability clause (SaaS-appropriate).**

Done — Terms §16. Caps total cumulative liability at greater of US\$100 or fees paid in the prior 12 months; excludes indirect / consequential / special / punitive damages; preserves carve-outs for jurisdictions that disallow such caps.

- **Add Assumption of Risk language.**

Done — Terms §§5, 6, 7, 8, 9 carry explicit assumption-of-risk statements tied to the specific risks of the product (time estimates, pin accuracy, verification responsibility, travel safety, shared itineraries).

- **Beef up disclaimers generally.**

Done — Terms §§4, 13, 14, 15 contain expanded "as is / as available" language, beta notice, full warranty disclaimer, and force-majeure carve-outs.

- **Privacy policy must disclose what PII is collected, how used, whether sold/rented, and how to request deletion (NJ requirement).**

Done — Privacy §§2, 3, 4, 9, 10 explicitly enumerate categories of data handled, processing purposes, the "we do not sell or rent personal data" statement, the delete-request mechanism (email legal@tabiflow.net), and the rights summary for NJ / CCPA / GDPR / APPI users.

- **Indemnification clause.**

Done — Terms §17.

- **Governing law and dispute resolution.**

Done — Terms §§19, 20, 21 (NJ governing law, JAMS arbitration with 30-day opt-out, class waiver for US users, NJ courts for non-US users).

Items still requiring attorney sign-off before publication

- Confirm the US\$100 / 12-month fees liability cap is appropriate for Tabiflow's risk profile.
- Confirm JAMS (vs. AAA) and New Jersey venue choice.
- Confirm the §3 audience scope ("offered to non-residents of Japan; courtesy Japanese translation only") is enforceable as written.
- Confirm the Privacy §11 APPI language is acceptable for foreign travelers physically in Japan.
- Set the Effective Date.
- Confirm the contact email addresses (support@ / legal@tabiflow.net) are live before publication.

PART A

Terms of Service

Effective Date: [PENDING — to be set by founder after attorney sign-off]

Last updated: May 23, 2026 (draft)

Version: 2.1 — incorporating Tricia A. Flynn (Vyzas & Associates, P.C.) feedback dated 2026-05-23

1. Acceptance

By using Tabiflow ("Tabiflow", "the Service"), you agree to these Terms of Service ("Terms"). If you do not agree, do not use the Service.

2. Who We Are

Tabiflow is operated by **Tabiflow LLC**, a limited liability company formed in New Jersey, USA ("Tabiflow LLC", "we", "us", "our"). Contact: support@tabiflow.net.

3. Who May Use the Service

Tabiflow is offered to non-residents of Japan. While we do not currently block access from Japan, we do not market to or design for residents of Japan in this version of the Service, and our Terms and Privacy Policy are not translated into Japanese as legally binding documents — the Japanese versions are courtesy translations only.

You may use Tabiflow if (a) you are at least 13 years of age; (b) you have the legal capacity to enter into these Terms; and (c) your use complies with all applicable laws. If you are between 13 and 18, you may use Tabiflow only with the consent and supervision of a parent or legal guardian. Tabiflow is not directed to children under 13 and we do not knowingly permit children under 13 to use the Service.

4. What Tabiflow Is

Tabiflow is a planning utility. It is **not** a travel agency, tour operator, transportation provider, navigation app, guide service, safety advisor, medical advisor, or guarantor of travel information. We provide tools that let you organize a trip; we do not sell, broker, or guarantee any travel product or service.

5. Estimates and Approximations

Travel time estimates shown in Tabiflow are **mathematical approximations** based on straight-line distance, your pin placement, and walking-pace estimates from publicly available Japan tourism research. They are not measurements of real-world travel time. They do not account for traffic, transit schedules, weather, crowds, train delays, getting lost, security checks, queueing, restroom breaks, or any other real-world condition.

You are solely responsible for verifying actual travel time using Google Maps, official transit apps, or local sources before relying on any estimate for any time-sensitive decision — including but not limited to bookings, reservations, flights, tours, transit connections, deposits, or commitments. We make no warranty about the accuracy of any estimate, and we accept no liability for any loss, expense, missed booking, forfeited deposit, or other damage arising from your reliance on an estimate.

6. Maps and Locations

Map tiles, place search, geocoding, and pin placement in Tabiflow are provided through **Stadia Maps**, a third-party service. Map results may be inaccurate, incomplete, outdated, or wrong. The location a pin appears to mark may not be the actual real-world location of the place you intend to visit.

You are solely responsible for verifying the location of any place before traveling to it. We make no warranty about the accuracy of any pin, location, or map result, and we accept no liability for any loss, expense, wasted time, or missed event arising from your reliance on a pin or location result.

7. Verification Is Your Responsibility

Before relying on anything in Tabiflow for a real-world commitment, you agree to independently verify it using primary sources — Google Maps for navigation, official transit apps for schedules, official venue websites for hours and entry rules, official government sources for safety and visa information, and local sources for current conditions.

The protective scope of these Terms applies **regardless of whether you actually verified**. You assume the risk of failing to verify.

8. Travel Safety, Health, and Conditions

Tabiflow is a planning tool. It does not provide, monitor, or warrant any information about:

- safety of any destination, neighborhood, route, or business
- weather, natural disaster risk, or environmental conditions
- political conditions, civil unrest, or travel advisories
- health conditions, disease outbreaks, medical risks, or healthcare availability
- crime, theft, or personal safety
- transit safety, road conditions, or accident risk

- visa, entry, customs, or immigration rules
- accessibility or accommodation needs

***You are solely responsible for your own safety while traveling.** Before any trip, you agree to obtain current safety, health, weather, political, transit, and entry-rule information from official government sources (such as travel.state.gov, your home country's foreign ministry, and the relevant Japanese authorities) and from current local sources.*

9. Shared and Collaborative Itineraries

You may export or share itineraries you create in Tabiflow with other people. **Any itinerary you share is your content, not Tabiflow's content.** We do not monitor, review, correct, or update shared itineraries. We do not notify you or any recipient when underlying conditions change (e.g., business hours, transit schedules, closures).

If you share an itinerary with travel companions, **each recipient is independently responsible for verifying every detail** — routes, times, addresses, hours, reservations, transit, and safety conditions — before relying on the itinerary. Tabiflow LLC accepts no liability to you or to any recipient of a shared itinerary for any loss, expense, or damage arising from reliance on a shared itinerary, including but not limited to losses arising from inaccuracies you introduced, inaccuracies from third-party data, or changes in real-world conditions.

10. Third-Party Services

Tabiflow integrates with or links to third-party services, including but not limited to:

- **Stadia Maps** (map tiles, autocomplete, geocoding)
- **Google Maps** (external navigation links)
- **Cloudflare** (content delivery and bot protection)

These services are not operated by Tabiflow LLC. They have their own terms and privacy policies. We do not control their content, accuracy, availability, performance, or security. **We accept no liability for any act, omission, content, error, outage, data handling, or other consequence of any third-party service.**

External links you click in Tabiflow leave the Service. We do not endorse, monitor, or warrant any third-party site or app.

11. Affiliate and Paid Links

Some travel links in Tabiflow may be paid or affiliate links. We may earn a commission at no additional cost to you. The presence of an affiliate link does not affect your planner data and does not constitute a recommendation. You should review any third-party offering on the third-party site before purchasing.

12. Your Device, Your Data

In v1.0, all itinerary data you create in Tabiflow is stored **on your device**, in your browser's local storage. Tabiflow LLC does not have a copy. Tabiflow LLC does not have access to your itinerary content. Tabiflow LLC does not transmit your itinerary content to its servers.

***You are responsible for the security of your own device** — including but not limited to: keeping your device updated, not using Tabiflow on public or shared computers without clearing data afterward, not allowing untrusted people physical access to your device, and not installing malware. We accept no liability for any exposure of your data caused by the security of your own device, the actions of any other person with access to your device, or any third party (browser, operating system, device manufacturer, network operator).*

***You agree not to enter sensitive personal information into Tabiflow.** This includes but is not limited to: passport numbers, government identification numbers, medical conditions, financial account information, payment card numbers, emergency contacts, private reservation confirmation codes, or any other information whose exposure could cause you harm. Tabiflow is not designed to hold sensitive information.*

13. Service Availability

The Service is provided "**AS IS**" and "**AS AVAILABLE**". We do not warrant that the Service will be uninterrupted, error-free, timely, secure, free of viruses, or available at any particular time or location.

We are not liable for service interruptions or unavailability arising from causes beyond our reasonable control, including but not limited to: acts of God, natural disasters, pandemic, war, terrorism, civil unrest, government action, labor disputes, internet or telecommunications failures, outages of third-party services on which we rely (including Cloudflare and Stadia Maps), cyberattacks, or any other event of force majeure.

14. Beta Notice

Tabiflow is currently offered as a beta service. Features may change, improve, or be removed without notice. Planner, map, route, pin, affiliate, and travel information may be incomplete, outdated, unavailable, or inaccurate. You acknowledge that you are using beta software and accept the additional risks that entails.

15. No Warranty

To the maximum extent permitted by law, we disclaim all warranties, express or implied, statutory or otherwise, including but not limited to: warranties of merchantability, fitness for a particular purpose, accuracy, completeness, reliability, security, non-infringement, and any warranty arising from course of dealing or usage of trade.

Without limiting the foregoing, **we make no warranty that:**

- the Service will meet your requirements

- any travel time estimate, pin location, route, or other output is accurate
- any third-party content displayed in the Service is accurate
- the Service will be available at any particular time
- the Service is fit for any time-sensitive, safety-sensitive, or commitment-sensitive use

16. Limitation of Liability

To the maximum extent permitted by law, Tabiflow LLC's total cumulative liability for any claim arising out of or relating to Tabiflow or these Terms — whether in contract, tort (including negligence), strict liability, or any other theory — will not exceed the greater of: (a) one hundred U.S. dollars (US\$100), or (b) the total amount you have paid to Tabiflow LLC in the twelve months preceding the event giving rise to the claim. For users of the free tier of the Service, this cap is US\$100.

In no event will Tabiflow LLC be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, including but not limited to: lost profits, lost data, lost itineraries, lost reservations, missed connections, missed flights, forfeited deposits, costs of substitute travel arrangements, emotional distress, or personal injury — even if we have been advised of the possibility of such damages, and even if a remedy fails of its essential purpose.

Some jurisdictions do not allow the exclusion of implied warranties or the limitation of liability for certain damages. In those jurisdictions, our liability is limited to the maximum extent permitted by law.

17. Indemnification

You agree to defend, indemnify, and hold harmless Tabiflow LLC, its members, employees, contractors, and agents, from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) your use of or reliance on the Service
- (b) your violation of these Terms
- (c) your violation of any law or third-party right
- (d) any itinerary, content, location, note, or data you create, share, export, or rely upon while using Tabiflow
- (e) any reliance by a recipient of a shared itinerary on the contents of that itinerary

18. Sole Remedy

If you are dissatisfied with any part of the Service or with these Terms, **your sole and exclusive remedy is to stop using the Service.**

19. Governing Law

These Terms are governed by the laws of the **State of New Jersey, U.S.A.**, without regard to its conflict-of-laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Nothing in this section limits any mandatory consumer-protection rights you may have under the laws of the country where you reside.

20. Dispute Resolution — U.S. Users (Arbitration and Class Action Waiver)

*If you are a U.S. resident: You and Tabiflow LLC agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved by **binding individual arbitration** administered by JAMS under its applicable rules, seated in the State of New Jersey, U.S.A. You and Tabiflow LLC each **waive any right to a jury trial and waive any right to participate in any class, collective, consolidated, or representative action.***

You may opt out of this arbitration agreement by emailing legal@tabiflow.net within 30 days of first accepting these Terms with the subject line "ARBITRATION OPT-OUT" and your relevant identifying information.

Notwithstanding the above, either party may bring an individual action in small claims court for any dispute within the jurisdictional limits of that court.

21. Dispute Resolution — Non-U.S. Users

If you are not a U.S. resident, the arbitration and class waiver in §20 does not apply to you. Disputes will be resolved in the courts of the State of New Jersey, U.S.A., subject to any mandatory consumer-protection venue rules of your home jurisdiction.

22. Children

Tabiflow is not directed to children under 13, and Tabiflow LLC does not knowingly collect personal information from children under 13. If you believe a child has used the Service in a way that involves their personal information, contact legal@tabiflow.net and we will take appropriate steps in accordance with applicable law (including the U.S. Children's Online Privacy Protection Act).

23. Modifications to the Terms

We may update these Terms from time to time. When we do, we will update the "Last updated" date at the top of the Terms and post the updated version at tabiflow.net/terms. If the change is material, we will display an in-app notice. **Your continued use of the Service after the Last updated date constitutes acceptance**

of the updated Terms. If you do not accept the updated Terms, stop using the Service.

24. Termination

We may suspend or terminate your access to the Service at any time, with or without notice, including but not limited to if we believe you are violating these Terms, attempting to abuse the Service, attempting to bypass the audience scope in §3, or causing harm to other users.

25. Intellectual Property

The Service, including its name, brand, design, code, content, and any other materials provided by Tabiflow LLC, is owned by Tabiflow LLC and is protected by intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to use the Service for your personal, non-commercial trip planning purposes.

You retain ownership of the itinerary content you create. By using the Service, you grant Tabiflow LLC a limited license to process your itinerary content solely as needed to operate the Service for you (display, save, render).

26. DMCA / Copyright Complaints

If you believe content in the Service infringes your copyright, send a DMCA notice to legal@tabiflow.net with the information required under 17 U.S.C. § 512(c)(3).

27. Language

These Terms are written in English. We provide a Japanese-language version (■■■■■) as a courtesy translation at tabiflow.net/terms/ja. **In case of any conflict or difference in meaning between the English and Japanese versions, the English version controls.**

28. General

If any part of these Terms is held unenforceable, the rest will remain in effect. These Terms are the entire agreement between you and Tabiflow LLC regarding the Service. You may not assign these Terms; we may assign them to a successor in connection with a sale, merger, or reorganization of Tabiflow LLC. Our failure to enforce any provision is not a waiver. Section headings are for convenience only.

29. Contact

support@tabiflow.net — general support legal@tabiflow.net — legal notices, complaints, and arbitration opt-out

— *End of Terms of Service.*

PART B

Privacy Policy

Effective Date: [PENDING — to be set by founder after attorney sign-off]

Last updated: May 23, 2026 (draft)

Version: 2.1 — incorporating Tricia A. Flynn (Vyzas & Associates, P.C.) feedback dated 2026-05-23

1. Who This Privacy Policy Applies To

This Privacy Policy describes how **Tabiflow LLC**, a New Jersey limited liability company, handles information when you use Tabiflow (the "Service"). It applies to all users of Tabiflow.

2. Summary

In Tabiflow v1.0, the architecture is designed to handle as little personal information as possible:

- **No accounts.** You do not sign up. You do not create a profile.
- **No server-side storage of your itineraries.** Everything you build stays in your browser.
- **No advertising trackers.** No Facebook Pixel, no Google Analytics, no third-party ad networks.
- **No selling of personal data.** We do not sell or rent personal data to anyone, and we never will.

Some data necessarily passes through service providers when you use a web app — page requests, IP addresses for routing, geolocation if you grant browser permission. We describe each of these below.

3. Information We Handle

3.1 Itinerary content you create

This includes trip stops, place names, notes, tags, coordinates, route-link choices, and any export data you generate. **In v1.0, this stays in your browser's local storage. Tabiflow LLC does not store it on our servers.** You can clear it at any time by clearing your browser data, opening Tabiflow in a private/incognito window, or using your browser's site-data management tools.

3.2 Location data (geolocation)

We use your device location **only when you tap "Use current location"** and grant your browser's geolocation permission. The location reading is used only for the immediate pin action and is not retained, transmitted, or

stored on Tabiflow LLC servers. You can refuse the browser permission at any time without losing access to the Service.

3.3 Technical and operational data

When you load Tabiflow, your browser communicates with our hosting providers. This generates standard internet log data — including your IP address, request URL, request time, browser user agent, and similar — that is necessary to deliver the page to you. This data is processed by our subprocessors (see §6) and is not used to build a personal profile.

3.4 Support correspondence

If you email support@tabiflow.net or legal@tabiflow.net, we receive and retain your message, your email address, and any information you choose to include. We use this only to respond to you and to operate the Service.

4. How We Use Information

We use the information described in §3 to:

- Display your itinerary, save your work to your browser's local storage, and render the Service
- Deliver web pages and assets through our hosting and CDN providers
- Protect the Service against bots, scraping, and abuse
- Respond to support requests
- Comply with legal obligations

We do not use information described in §3 to build advertising profiles, retarget you, or sell to third parties.

5. Legal Bases (for users with applicable rights)

Where applicable (e.g., GDPR, UK GDPR, Japan APPI), we process information on the following bases:

- **Performance of the Service** — to deliver the planner functions you have asked for
- **Legitimate interests** — operating the Service securely, preventing abuse, responding to support
- **Your consent** — for optional features such as browser geolocation
- **Legal obligation** — where we are required by law

6. Subprocessors

The following third parties process limited operational data on our behalf:

Subprocessor	Purpose	Location
Cloudflare, Inc. (and Cloudflare Pages)	Hosting, content delivery, bot protection (Turnstile)	Global (U.S. headquartered)
Stadia Maps, LLC	Map tiles, autocomplete, geocoding	U.S. / Global
Google LLC	Outbound navigation links (you choose when to open them; no embedded Maps in v1.0)	Global

We will publish an updated subprocessor list at tabiflow.net/legal/subprocessors as it changes. If we add a new subprocessor, we will update that page.

7. International Data Transfers

Because our subprocessors operate globally, your requests may be routed through points of presence located outside your country, including the United States and the European Union. Where applicable law requires it, we rely on standard contractual clauses or equivalent transfer mechanisms with our subprocessors.

8. Retention

- **Itinerary content:** stays in your browser until you clear it. We do not have a copy.
- **Operational logs (Cloudflare):** retained per Cloudflare's standard retention (generally short — typically days to weeks).
- **Support correspondence:** retained for up to three (3) years from last interaction, then deleted.
- **Consent and Terms-acceptance records (when introduced):** retained for the life of the account or for seven (7) years, whichever is longer, for legal-defense purposes.

9. Your Rights

Depending on where you live, you may have some or all of the following rights:

- Right to access, correct, or delete personal information we hold about you
- Right to restrict or object to certain processing
- Right to data portability
- Right to withdraw consent
- Right not to be subject to certain automated decision-making
- Right to lodge a complaint with your supervisory authority

To exercise any right, email legal@tabiflow.net. We will respond within 30 days (or sooner if required by law).

Tabiflow v1.0 architecture means most data is in your own browser — for deletion, you can simply clear your browser's site data for tabiflow.net. If you contact us, we will confirm what (if anything) we hold about you and assist you with deletion.

10. U.S. State Privacy Rights (California, Virginia, Colorado, Connecticut, Texas, and others)

If you are a resident of a U.S. state with a comprehensive privacy law, you have the rights listed in §9 to the extent provided by your state's law. **We do not sell personal information** as that term is defined in the California Consumer Privacy Act (CCPA). **We do not engage in "sharing"** for cross-context behavioral advertising. **We do not engage in profiling or automated decision-making** that produces legal or similarly significant effects.

To exercise a state-law right, email legal@tabiflow.net and identify the state whose right you are exercising. We do not require you to create an account to exercise a right.

11. Japan (APPI)

Tabiflow LLC is a foreign business operator located in the United States. Although Tabiflow is offered to non-residents of Japan, we acknowledge that foreign travelers using the Service while physically located in Japan are data subjects under the Japan Act on the Protection of Personal Information (APPI).

For users physically in Japan:

- **Operator:** Tabiflow LLC, registered in New Jersey, U.S.A. Contact: legal@tabiflow.net.
- **Personal data we handle:** In v1.0, none on our servers. Your itinerary content stays in your browser. Cloudflare and Stadia Maps may receive standard internet log data necessary to deliver the Service.
- **Purpose:** Operate the planner, deliver map tiles, and protect against bots.
- **Cross-border transfer:** Your requests are served by Cloudflare's global network and may be routed through points of presence outside Japan, including the United States and the European Union. Map tiles and geocoding requests are served by Stadia Maps. By using Tabiflow you consent to this cross-border handling. You may withdraw this consent at any time by ceasing to use the Service.
- **Your rights:** You may request access, correction, suspension of use, or deletion of any personal information we hold about you by emailing legal@tabiflow.net. We will respond within 30 days.

Tabiflow LLC does not currently target or market the Service to residents of Japan. If we open the Service to Japan residents in a future release, we will commission a Japanese-language version of these documents reviewed by Japan counsel and update this section accordingly.

legal@tabiflow.net — privacy questions, data rights requests, complaints support@tabiflow.net — general support

— *End of Privacy Policy.*
