



Terms & Conditions

Effective date: September 19, 2025

These Terms & Conditions (“Terms”) govern your use of services, websites, applications and products provided by **ExTempora Technologies** (the “Company”), including but not limited to the ExamFlow paper-generation service (collectively, the “Services”). By accessing or using the Services you agree to these Terms. If you do not agree, do not use the Services.

1. Who may use the Services

You must be legally able to form a binding contract to use the Services. If you use the Services on behalf of an organization, you represent and warrant that you have authority to bind that organization and that the organization accepts these Terms.

2. Accounts, access and security

You are responsible for keeping your account credentials secure and for all activity that occurs under your account. You must provide accurate information and keep it up to date. We may suspend or terminate accounts that are inactive or that violate these Terms.

3. Fees, billing & refunds

Certain features of the Services may require payment. All fees, billing cycles, and renewal and cancellation rules are described on the purchase page or in your order. Unless otherwise stated, paid subscriptions renew automatically. Refunds are handled per the Company’s refund policy; absent an applicable written refund policy, refunds are issued at the Company’s discretion.



4. Acceptable use

You agree not to use the Services to:

- Upload or distribute content that is unlawful, infringing, abusive, defamatory, obscene or otherwise objectionable.
- Upload viruses, malware, or other harmful code.
- Attempt to access or interfere with other users' accounts or the security of the Services.
- Use the Services to collect personal data about third parties without their consent.
- Use the Services in a way that violates applicable laws or regulations.

We may remove or disable access to user content that violates these Terms or that we reasonably believe is unlawful or harmful.

5. Intellectual property

All Company content, software, trademarks and materials made available through the Services are owned by the Company or its licensors and are protected by intellectual property laws. You may not copy, modify, distribute, sell, or create derivative works from Company content except as expressly permitted in writing.

6. User content and license to Company

You retain ownership of content you upload or submit ("User Content"). By submitting User Content you grant the Company a worldwide, non-exclusive, royalty-free license to store, copy, process, display and use that content to provide and improve the Services (including machine processing as needed). You warrant you have the rights to submit User Content and that it does not violate third-party rights.

7. Privacy and data

Our Privacy Policy explains how we collect, use and store personal data. By using the Services, you consent to the collection and processing described in the Privacy Policy. You are responsible for complying with laws and regulations applicable to any personal data you provide through the Services.



8. Third-party services and links

The Services may integrate or interoperate with third-party services. The Company does not control third-party products, content or practices and is not responsible for them. Links to third-party sites are for convenience only.

9. Warranties and disclaimers

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

10. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES WILL NOT EXCEED THE AMOUNTS PAID BY YOU TO THE COMPANY FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE CLAIM. IN NO EVENT WILL THE COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

11. Indemnification

You agree to indemnify and hold harmless the Company, its officers, employees and agents from any claim, loss or damage (including reasonable attorneys’ fees) arising from your use of the Services, your User Content, or your breach of these Terms.



12. Termination

Either party may terminate your access to the Services for any reason with notice. On termination you remain responsible for charges incurred prior to termination. Sections that by their nature survive termination (e.g., Intellectual Property, Disclaimers, Limitations of Liability, Indemnification) will continue to apply.

13. Changes to these Terms

The Company may modify these Terms from time to time. If we make material changes we will notify you by posting the updated Terms and indicating the effective date. Continued use after the effective date constitutes acceptance.

14. Governing law and dispute resolution

These Terms are governed by the laws of the jurisdiction in which ExTempora Technologies is incorporated, without regard to conflict-of-law rules. Any dispute will be resolved in the competent courts of that jurisdiction, unless the parties agree to an alternative dispute resolution method in writing.

15. Entire agreement

These Terms, together with any order forms, policies referenced herein (including the Privacy Policy), and any service-specific terms, constitute the entire agreement between you and the Company regarding the Services, superseding prior agreements.

16. Contact

If you have questions about these Terms or need support, contact: **ExTempora Technologies** — info@xtempora.org