

Terms of Service

Extra Special Technologies, Inc. · Version v2026-09-01 · Effective 2026-09-01

Provider: Extra Special Technologies, Inc., a Delaware corporation ("ExtraSpecial", "we", "us", "our").

Service: the ExtraSpecial platform, a hosted SaaS application for URL preview, bookmark, and template management ("Service").

Customer: the entity or person that accepts these Terms ("Customer", "you", "your").

Canonical location of these Terms: <https://extraspecial.co/legal/terms.pdf>

1. Acceptance of these terms

1.1 By creating an account, accessing, or using the Service you agree to be bound by these Terms. If you are agreeing on behalf of a company or other legal entity, you represent that you have authority to bind that entity. If you do not agree, do not use the Service.

1.2 **Version accepted.** Each published version of these Terms carries the version identifier and effective date shown in the document header. You accept the version in effect at the time of your acceptance, or a later version you affirmatively accept or are deemed to accept under Section 12.

1.3 **Order Forms.** An "**Order Form**" is an ordering document signed or otherwise accepted by both parties that identifies the plan, Fees, Subscription Term, and other commercial terms for a subscription. Where no Order Form applies to your subscription, the plan and pricing you select through the Service apply, together with the defaults stated in these Terms.

1.4 **Business purchase.** The Service is offered for business use. By accepting these Terms you represent that you are acquiring the Service for business purposes and not for personal, family, or household purposes.

2. The Service

2.1 The Service provides a hosted platform for organizing URL previews, bookmarks, and asset templates, plus analytics for the URL configurations you create. The functional scope is documented at <https://extraspecial.co> and may evolve over time. We may add, remove, or change features at our discretion. We will give at least 30 days' advance notice by email to the account, billing, or notice contact on your account before a material reduction to functionality you actively use, and we may additionally provide notice through the Service.

2.2 **Enforcement and account-state changes are not product changes.** Restriction, suspension, or modification of functionality as permitted under these Terms or the Acceptable Use Policy, including for non-payment, security risk, suspected fraud or misuse, abuse, legal or regulatory compliance, or other enforcement, is not a generally applicable material reduction of Service functionality and does not require the advance notice in Section 2.1. Notice for those actions is governed by Section 8.3.

3. Your account

3.1 You are responsible for safeguarding the credentials used to access the Service. Notify us immediately at security@extraspecial.co if you suspect unauthorized access.

3.2 You may not share an individual account between multiple humans. Each end-user accessing the Service on behalf of your organization must have their own credentials. (Team / multi-seat pricing is available; contact hello@extraspecial.co.)

3.3 We may restrict, suspend, or terminate your account as provided in Section 8 if you violate these Terms, Section 4 (Acceptable Use), or any applicable law.

4. Acceptable use

You agree to use the Service in accordance with the Acceptable Use Policy, published at <https://extraspecial.co/legal/acceptable-use.pdf>, which is incorporated by reference into these Terms.

5. Your content

5.1 **Ownership.** You retain ownership of the URL configurations, bookmarks, templates, and other data you submit to the Service ("Your Content"). We do not claim ownership.

5.2 **License to operate the Service.** You grant us a worldwide, royalty-free license to host, process, transmit, display, and make backup copies of Your Content solely as necessary to provide the Service to you.

5.3 **No training on Your Content.** We do not use Your Content to train machine-learning or AI models, whether models we operate or models operated by our subprocessors. Our Customer Data Handling explainer, published at <https://extraspecial.co/legal/data-handling.pdf>, sets out the plain-language version. Where the explainer and these Terms differ, these Terms govern.

5.4 **No sale of Your Content.** We do not sell Your Content. We do not share it with advertisers. ExtraSpecial maintains a current list of subprocessors and other relevant infrastructure vendors (the "**Subprocessor List**") at <https://extraspecial.co/legal/subprocessors.pdf>. Where a Data Processing Agreement applies, subprocessor authorization, notice and objection rights are governed by that agreement.

6. Privacy and Data Processing

ExtraSpecial's Privacy Policy describes ExtraSpecial's processing of Personal Data in its capacity as an independent controller and is provided as a privacy notice. The Privacy Policy does not form part of these Terms. Where ExtraSpecial processes Customer Personal Data on Customer's behalf as a processor or subprocessor, the Data Processing Agreement applies where executed or otherwise incorporated into the Agreement.

The Privacy Policy is published at <https://extraspecial.co/legal/privacy.pdf>. The Data Processing Agreement, including Standard Contractual Clauses where applicable, is not published; ExtraSpecial provides it on request to legal@extraspecial.co.

In these Terms, "Personal Data" and "Customer Personal Data" have the meanings given in applicable data-protection law and, where a Data Processing Agreement applies, in that agreement.

7. Fees, billing and payment

7.1 Subscription Fees. Fees for the Service ("**Fees**") are those stated in the applicable Order Form, plan, or other ordering document you accept. Subscription Fees are billed in advance for each billing period, monthly or annually according to the billing interval stated in the applicable Order Form or plan. Usage and overage charges under Section 7.5 are billed in arrears. Fees are stated and payable in US Dollars unless the applicable Order Form expressly states otherwise.

7.2 Refunds. Fees are non-refundable except as expressly provided in these Terms or the applicable Order Form, as required by applicable law, or as expressly provided in an applicable Data Processing Agreement (for example, a refund of prepaid, unused Fees allocable to a terminated portion of the Service where you terminate following an objection to a new subprocessor that ExtraSpecial cannot reasonably resolve). Cancellation or non-renewal under Section 8.2 does not entitle you to a refund of prepaid Fees for the then-current Subscription Term. ExtraSpecial may issue a refund or credit at its discretion, and doing so does not oblige it to do so again.

7.3 Changes to pricing. We may change our Fees. For an active subscription we will give at least 30 days' notice by email to the billing or notice contact on your account before a material change to the Fees for that subscription takes effect, and we may additionally provide notice through the Service. A price change does not alter Fees already committed for the then-current Subscription Term under an applicable Order Form.

7.4 Proration. An initial partial billing period may be prorated so that subsequent subscription and usage periods align with calendar months or another billing anchor. A prorated charge is for the same subscription service over a shorter service period.

7.5 Usage and overage charges. Usage and overage charges are Fees in addition to the subscription Fee. They are measured during the applicable usage period and billed in arrears at the allowances and rates stated in the applicable Order Form or plan. You are responsible for valid usage attributable to your account, subject to your dispute rights in Section 7.6.

7.6 Billing disputes. ExtraSpecial's usage and billing records control absent manifest error. You must notify ExtraSpecial of any good-faith billing dispute within thirty (30) days after the date of the applicable invoice or charge, with reasonable supporting detail, by written notice to legal@extraspecial.co. You must pay all undisputed amounts when due. The parties will work in good faith to resolve any properly disputed amount. An amount not disputed within that period is treated as accepted, except where applicable law provides otherwise.

7.7 Stored payment method. ExtraSpecial uses Stripe as its payment processor. Payment credentials are collected and stored by Stripe on Stripe-hosted pages. ExtraSpecial does not receive or store your full payment card number, security code, or expiry date. By providing a payment method you authorize ExtraSpecial and its payment processor to store a token representing that payment method and to charge that payment method for amounts becoming due under the Agreement, including recurring subscription Fees, usage and overage charges, applicable taxes, and other charges you have authorized. You must keep the payment method on your account current. If an authorized charge is declined or cannot be completed, ExtraSpecial may issue an invoice for the unpaid amount without waiving any other right or remedy.

7.8 Invoicing and payment terms. Where an applicable Order Form provides for invoicing rather than automatic payment, invoices are payable according to the NET or other payment terms stated in that Order Form or on the invoice, and those terms control over the default payment terms in this Section 7. Where invoicing is provided for and no payment period is stated, invoices are payable NET 30 days from the invoice date.

7.9 Taxes. All Fees are exclusive of sales, use, value-added, goods and services, withholding, and similar transaction taxes, unless expressly stated otherwise. You are responsible for those taxes that ExtraSpecial is legally required to collect, excluding taxes based on ExtraSpecial's net income. If you provide valid exemption documentation, ExtraSpecial will apply the exemption to charges invoiced after it receives that documentation.

7.10 Spend caps, thresholds and usage notices. The Service may provide a spend cap, usage threshold, estimate, alert, or crossover notice. These are administrative usage-management tools and not guaranteed limits on charges, unless an applicable Order Form expressly designates a limit as a guaranteed hard contractual cap. Usage measurement, usage reporting, retries, and adjustments are subject to processing latency and measurement timing, so usage may be recorded after a cap or threshold is reached and charges may exceed the cap. Except where an Order Form expressly designates a guaranteed hard contractual cap, you remain responsible for valid usage charges attributable to your account, subject to Section 7.6. Failure to deliver any notice or alert does not waive otherwise valid usage charges. Changing or removing a spend cap in the Service is a change to an administrative setting and does not create, change, or remove a guaranteed hard contractual cap, which may be changed only by a written amendment to the applicable Order Form signed by both parties.

7.10.1 What a spend cap covers. Where the Service provides a spend cap, the cap applies to usage and overage charges for the metered dimensions that arise from actions initiated within your account, being image renders and analytics queries. **The cap does not apply to click charges.** Clicks are recorded when a visitor requests a link you have already published, are not initiated by you at the time they occur, and are neither counted toward the cap nor limited by it. **Accordingly, click charges accrue in addition to the cap amount, and your total usage and overage charges for a period may exceed the cap even where usage is measured and reported without delay.** This paragraph describes the ordinary operation of the Service and applies except where an applicable Order Form expressly designates the spend cap a guaranteed hard contractual cap, in which case that designation controls.

7.10.2 What reaching a spend cap does. On reaching the spend cap, ExtraSpecial may pause the creation of new image renders and the processing of new analytics queries for the remainder of the applicable period or until the cap is raised or removed. ExtraSpecial does not, by reason of the spend cap alone, cease serving links you have already published, cease recording clicks on them, or prevent the creation of new links. This paragraph does not limit Section 8.3, and is subject to any different treatment expressly stated in an applicable Order Form.

7.11 Overdue amounts. If an amount is not paid when due, ExtraSpecial may restrict or suspend your account under Section 8.3 and may pursue collection of the unpaid amount. Non-payment that remains uncured after notice is a material breach for the purposes of Section 8.4.

8. Term, cancellation, restriction and termination

8.1 Term of the Agreement; Subscription Terms. These Terms take effect when you first accept them or first use the Service, and remain in effect until the Agreement is terminated under this Section 8.

Your subscription runs for successive committed periods. Unless the applicable Order Form expressly states otherwise:

- a monthly-billed plan has an initial committed term of three (3) months from the subscription start date; and
- an annually-billed plan has an initial committed term of twelve (12) months from the subscription start date, and the annual subscription Fee for that term is prepaid.

The initial committed term, and each renewal term under Section 8.2, is a "**Subscription Term**". On an annually-billed plan, usage and overage charges under Section 7.5 are billed monthly in arrears even though the subscription Fee is prepaid.

An applicable Order Form may state a different initial term, renewal term, billing cadence, prepayment arrangement, or other negotiated commercial arrangement, and where it does, the Order Form controls.

8.2 Renewal, cancellation and non-renewal. Unless the applicable Order Form expressly states otherwise, at the end of the initial Subscription Term, and at the end of each renewal term after that, your subscription renews automatically for a further term of one (1) month for a monthly-billed plan and twelve (12) months for an annually-billed plan.

You may cancel your subscription or give notice of non-renewal at any time, using the cancellation control in the Service or by written notice to legal@extraspecial.co. Unless the applicable Order Form expressly states otherwise, cancellation and non-renewal take effect at the end of the then-current Subscription Term. To prevent the next renewal, notice must be received at least thirty (30) days before the end of the then-current Subscription Term for an annually-billed plan, and before the end of the then-current monthly billing period for a monthly-billed plan.

Cancellation and non-renewal do not terminate the then-current Subscription Term and do not relieve you of payment obligations incurred or committed through the end of that term, including usage and overage charges for that term that are billed in arrears. Closing or deleting your account does not by itself terminate the Agreement, the then-current Subscription Term, or those payment obligations.

Each renewal term is charged at ExtraSpecial's then-current price for the plan, unless the applicable Order Form states a renewal Fee or a maximum renewal increase. Section 7.3 applies to a material price change affecting an active subscription. These renewal provisions are agreed between businesses for a business purchase, as stated in Section 1.4.

8.3 Restriction and suspension. ExtraSpecial may restrict or suspend some or all functionality of your account, without terminating the Agreement, where:

- (a) an amount due is overdue or a payment has failed;
- (b) there is a security risk to the Service, to ExtraSpecial, to you, or to a third party;
- (c) ExtraSpecial reasonably suspects fraud or misuse;
- (d) you violate these Terms or the Acceptable Use Policy;
- (e) a legal or regulatory requirement, a court or governmental order, or a third-party rights claim requires it; or

- (f) continued unrestricted access could materially harm the Service, ExtraSpecial, you, or a third party.

ExtraSpecial will give notice of a restriction or suspension by email to the account, billing, or notice contact on your account, unless notice is prohibited by law or would defeat the purpose of the action, for example an active fraud or security investigation. Where the cause is capable of cure, ExtraSpecial will restore the restricted functionality within a reasonable period after the cause is resolved.

Restriction or suspension does not terminate the Agreement, does not end the then-current Subscription Term, and does not relieve you of payment obligations for that term.

Where technically and legally appropriate, ExtraSpecial restricts administrative and account functionality, such as creating new previews, links, or batch jobs, while previously published links and content continue to be served. **This is not a guarantee of availability.** ExtraSpecial may disable, remove, or stop serving any content, link, or account function where required or reasonably necessary for security, abuse prevention, legal or regulatory compliance, a third-party rights claim, or other enforcement under these Terms or the Acceptable Use Policy. Nothing in this Section 8.3 limits Section 9.

8.4 Termination. ExtraSpecial may terminate the Agreement or any subscription immediately on notice for material breach of these Terms or the Acceptable Use Policy, fraud, abuse, or non-payment that remains uncured after ExtraSpecial's notice, or where required by law. ExtraSpecial will provide notice unless prohibited by law, for example an active fraud investigation.

You may terminate the Agreement on written notice if ExtraSpecial materially breaches these Terms and does not cure the breach within thirty (30) days after your written notice describing it. On a termination under this paragraph, ExtraSpecial will refund prepaid, unused Fees allocable to the terminated portion of the Subscription Term after the effective date of termination.

Termination rights stated in an applicable Order Form or Data Processing Agreement apply in addition to this Section 8.4.

8.5 Effect of termination. On termination or expiration of the Agreement your right to access the Service ends. We remove Your Content from active serving immediately and purge stored copies within our backup-rotation window (approximately 35 days), except records the law requires us to keep and records subject to a legal hold, an active fraud investigation, or an open security incident. Retention of Personal Data is described in the Privacy Policy and, where a Data Processing Agreement applies, is governed by that agreement.

Termination does not relieve you of the obligation to pay Fees incurred or committed through the effective date of termination. Except as expressly provided in Section 7.2, in Section 8.4, or in an applicable Order Form or Data Processing Agreement, prepaid Fees are not refundable on termination.

8.6 Survival. Sections that by their nature should survive termination survive, including Section 5.1 (Ownership), Section 7 (Fees, billing and payment) as to amounts incurred or committed before termination, Section 8.5 (Effect of termination), Section 9 (Warranties and disclaimers), Section 10 (Indemnification), Section 11 (Limitation of liability), Section 13 (Governing law and disputes), and Section 14 (Miscellaneous).

9. Warranties and disclaimers

THE SERVICE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, except as required by applicable law that cannot be disclaimed.

We do not warrant that the Service will be uninterrupted, error-free, or that it will meet your specific requirements. Except where an Order Form expressly attaches a Service Level Agreement, we do not offer a contractual service-level commitment. Where an Order Form does attach one, that SLA states the availability commitment, the service credits available for a failure to meet it, and the exclusive remedy for such a failure.

10. Indemnification

You will indemnify and hold harmless ExtraSpecial and its officers, directors, employees, and agents from any claims, damages, or expenses (including reasonable attorney's fees) arising out of (a) Your Content, (b) your use of the Service in violation of these Terms or applicable law, or (c) your infringement of any third-party intellectual property or privacy right.

11. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EXTRASPECIAL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS WILL NOT EXCEED THE AMOUNTS YOU PAID US IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12. Modifications

We may modify these Terms. The current version is published at <https://extraspecial.co/legal/terms.pdf>. ExtraSpecial may publish a clearly identified successor location for these Terms, and once identified that location is the canonical location.

Each published version carries the version identifier and effective date shown in the document header. Historical versions remain retrievable.

We will give at least 30 days' notice by email to the account, billing, or notice contact on your account before a material change to these Terms takes effect for an existing customer, and we may additionally provide notice through the Service. Continued use of the Service after the effective date of a material change constitutes acceptance of the changed Terms.

The 30-day notice period in this Section 12 applies to a change taking effect for an existing customer. It does not prevent a new customer from affirmatively accepting a newly published version of these Terms on or after the date that version is published.

13. Governing law and disputes

These Terms are governed by the laws of the State of Delaware, USA, without regard to conflict-of-laws principles. Any dispute will be resolved exclusively in the state or federal courts located in Delaware,

except that either party may seek injunctive relief in any court of competent jurisdiction for misuse of intellectual property or breach of confidentiality.

14. Miscellaneous

14.1 Entire agreement; incorporated documents; order of precedence. The agreement between you and ExtraSpecial for the Service (the "**Agreement**") consists of: these Terms; the applicable Order Form or other ordering document you accept; the Data Processing Agreement, where executed or otherwise incorporated; and the policies expressly incorporated by these Terms, including the Acceptable Use Policy. The Agreement is the entire agreement between you and ExtraSpecial regarding the Service, and supersedes any prior or contemporaneous proposal, quote, purchase order, vendor-portal terms, or other communication on that subject.

If there is a conflict between the documents forming the Agreement, the following order controls, in descending order of precedence:

- (1) the applicable Order Form, but only as to the specific commercial terms it expressly states or modifies, and in no event as to ExtraSpecial's processing of Personal Data on your behalf or international data-transfer matters;
- (2) the Data Processing Agreement, which controls solely with respect to ExtraSpecial's processing of Customer Personal Data on your behalf and applicable international data-transfer requirements, together with the Standard Contractual Clauses incorporated into it, which control to the extent required by their terms;
- (3) these Terms; and
- (4) policies incorporated by these Terms, including the Acceptable Use Policy.

No provision of an Order Form, whether general or specific, modifies, waives, or limits any privacy, data-protection, confidentiality, or security obligation under these Terms or the Data Processing Agreement, unless the parties expressly agree otherwise in a signed writing that identifies the provision being modified.

The Privacy Policy is provided as a privacy notice and does not form part of the Agreement. The Subprocessor List is informational; where a Data Processing Agreement applies, subprocessor authorization, notice, and objection rights are governed by that agreement.

14.2 Severability. If any provision is held invalid, the remaining provisions remain in force.

14.3 No waiver. A failure to enforce a provision is not a waiver.

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

14.5 Contact. Questions about these Terms: legal@extraspecial.co (or security@extraspecial.co for security-related questions; general inquiries: hello@extraspecial.co).

14.6 Notices. Contractual notices to ExtraSpecial under these Terms must be in writing and sent to legal@extraspecial.co. Contractual notices to you may be sent by email to the account, billing, or notice contact on your account, and ExtraSpecial may additionally provide notice through the Service. Notice by email is deemed received on the first business day after transmission, provided the sender does not receive an automated delivery-failure notice. You must keep the contact details on your account current. This Section 14.6 governs contractual notices only. It does not apply to ordinary billing,

operational, product, support, or security communications, which ExtraSpecial may send to the contacts on your account by the means it ordinarily uses.

Questions about these Terms: legal@extraspecial.co.