

Terms of Service (ToS)

Effective Date: 01/01/2025

Last Updated: 01/01/2025

These Terms of Service ("**Terms**") constitute a legal agreement between you ("**Customer**" or "**Admin**") and **ExtraSpecial, Inc.** ("**Company**," "**we**," "**our**," or "**us**"). By using our services, including our hyperlink preview platform and related tools ("**Service**"), you agree to these Terms, including the incorporated **Beta Tester Notice (BTN)** and **Data Processing Addendum (DPA)**.

If you do not agree to these Terms, you may not use the Service.

1. Use of the Service

1.1 Eligibility

You must be at least 18 years old and have the legal capacity to enter into these Terms. By using the Service, you represent that you meet these eligibility requirements.

1.2 Account Registration

To use the Service, you must create an account and provide accurate and complete information. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

1.3 Permitted Use

You may use the Service only in compliance with these Terms and applicable laws. You are solely responsible for the content you create, manage, or share using the Service, including hyperlink previews and related data.

1.4 Acceptable Use Policy (AUP)

You agree not to use the Service to:

- Violate any applicable laws or regulations.
 - Interfere with or disrupt the integrity or performance of the Service.
 - Transmit malicious code, such as viruses or harmful software.
 - Collect or store personal data of others without proper authorization.
 - Attempt to reverse engineer, decompile, or extract the source code of the Service.
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2. Fees and Payment

2.1 Fees

Certain features of the Service may require payment. You agree to pay all applicable fees as described during account registration or subscription. Fees are non-refundable unless otherwise stated.

2.2 Payment Terms

Payment must be made using the methods we specify. You authorize us to charge your payment method for any recurring subscription fees.

3. Data Processing and Privacy

By using the Service, you agree to the terms of our **Privacy Policy** and **Data Processing Addendum (DPA)**, which govern how we process data on your behalf.

4. Service Availability

The Service is provided on an "**as is**" and "**as available**" basis during the beta phase. We do not guarantee uninterrupted service or specific performance levels. We reserve the right to modify or discontinue the Service, temporarily or permanently, with or without notice.

5. Intellectual Property

5.1 Ownership

We retain all rights, title, and interest in and to the Service, including any improvements or modifications. Your use of the Service does not grant you any ownership rights.

5.2 Feedback

If you provide feedback or suggestions about the Service, you grant us a non-exclusive, perpetual, royalty-free, and worldwide license to use, modify, and incorporate your feedback into our products and services.

6. Termination

6.1 Termination by You

You may terminate your account at any time by contacting us at support@extraspecial.co.

6.2 Termination by Us

We may suspend or terminate your account if you violate these Terms or if we discontinue the Service.

7. Limitation of Liability

To the fullest extent permitted by law, we are not liable for any indirect, incidental, or consequential damages arising from your use of the Service. Our total liability for any claim is limited to the amount you paid for the Service in the 12 months preceding the claim.

8. Indemnification

You agree to indemnify and hold us harmless from any claims, damages, or expenses arising from your use of the Service or violation of these Terms.

9. Changes to These Terms

We may update these Terms from time to time. If we make significant changes, we will notify you via email or through the Service. Continued use of the Service after such notification constitutes your acceptance of the updated Terms.

10. Governing Law

These Terms, including the incorporated **Data Processing Addendum (DPA)**, are governed by and construed in accordance with the laws of the **State of Delaware**, without regard to its conflict of laws principles.

11. Dispute Resolution

Any disputes arising out of or relating to these Terms shall be resolved exclusively in the state or federal courts located in **California, United States**, and the parties consent to the personal jurisdiction of such courts.

Beta Tester Notice (BTN)

Effective Date: 01/01/2025

Last Updated: 01/01/2025

This **Beta Tester Notice ("BTN")** forms part of the Terms of Service ("**Agreement**") between you ("**Customer**" or "**Admin**") and **ExtraSpecial, Inc. ("Company," "we," "our," or "us")**. By using any beta features of our platform, you acknowledge and agree to the following:

1. Ongoing Development

The Service and its beta features are under active development. Features may change, and the Service may be updated frequently as we improve functionality and performance. Beta testers may experience changes to user interfaces, workflows, and available features without prior notice.

2. Potential Outages and Bugs

During the beta phase, the Service may experience occasional outages, bugs, or interruptions. We will make reasonable efforts to resolve issues promptly but provide no guarantees regarding service uptime or stability.

3. No Warranty

The Service is provided on an "**as is**" and "**as available**" basis during the beta phase, without any express or implied warranties, including but not limited to merchantability, fitness for a particular purpose, or non-infringement. You acknowledge that the Service may contain errors and that your use is at your own risk.

4. Feedback Encouraged

We welcome your feedback to help improve the Service. By providing feedback, you grant us a non-exclusive, royalty-free, perpetual license to use, modify, and incorporate your feedback into our platform without any obligation to you.

5. Limitation of Liability

To the fullest extent permitted by law, we are not liable for any direct, indirect, incidental, or consequential damages arising from your use of the beta features, including any data loss or service interruptions.

Data Processing Addendum (DPA)

This **Data Processing Addendum ("DPA")** forms part of the Terms of Service ("**Agreement**") between you ("**Customer**" or "**Controller**") and **ExtraSpecial, Inc. ("Processor")**. It governs the processing of personal data on your behalf when you use our Service.

1. Scope and Purpose of Processing

1.1 Roles of the Parties

- **Customer as Controller:** You, as the Controller, determine the purposes and means of processing personal data.
- **Company as Processor:** We act as the Processor, processing data strictly on your instructions and solely to provide the Service.

1.2 Nature of Processing

We process anonymized or pseudonymized data, including:

- **Click Event Data:** Timestamps and anonymized external user IDs provided by you.
- **Aggregate Hyperlink Performance Data:** Metrics such as click-through rates (CTR).

1.3 Purpose of Processing

The data is processed to:

- Generate hyperlink previews.
- Track engagement.
- Provide performance insights to you.

1.4 Duration of Processing

We will process data for as long as you use the Service or until termination of the Agreement, unless otherwise required by law.

2. Controller Responsibilities

2.1 Lawful Basis for Processing

You are responsible for ensuring that you have a lawful basis for collecting and processing personal data, as required by applicable data protection laws (e.g., consent or legitimate interests).

2.2 Transparency

You must provide clear information to your end users about the data you collect and how third-party processors (like us) are involved.

2.3 Data Subject Requests

You are responsible for handling requests from your end users related to their data, including:

- **Access:** Providing access to personal data.
- **Correction:** Correcting inaccurate data.
- **Deletion:** Deleting data upon request.
- **Objection/Restriction:** Handling objections to or restrictions on data processing.

We will assist you in fulfilling these requests as required by applicable law.

3. Processor Obligations

3.1 Processing Instructions

We will process data only on your documented instructions, as outlined in this DPA and the Agreement.

3.2 Confidentiality

All personnel authorized to process data are bound by confidentiality obligations.

3.3 Security Measures

We implement appropriate technical and organizational measures to protect the data, including:

- **Encryption:** Data is encrypted in transit and at rest.
- **Access Controls:** We restrict access to data to authorized personnel only.
- **Security Audits:** Regular security audits and assessments are conducted to ensure data integrity.

3.4 Data Breach Notification

In the event of a data breach affecting your data, we will notify you without undue delay and provide all necessary information to help you comply with your legal obligations.

4. Use of Subprocessors

4.1 Authorization

You authorize us to engage subprocessors as necessary to provide the Service.

4.2 Subprocessor Obligations

We ensure that all subprocessors are bound by obligations no less protective than those in this DPA. A current list of subprocessors is available [\[link to live list\]](#), and we will notify you of any significant changes.

5. Audit Rights

Upon request, we will provide relevant documentation to demonstrate compliance with our obligations under this DPA. If further verification is required, we may allow for a mutually agreed third-party audit, subject to confidentiality obligations and reasonable notice.

6. Data Retention and Deletion

Upon termination of the Agreement, if requested, we will delete or return all data processed on your behalf, unless retention is required by law. If data deletion is not technically feasible, we will ensure it remains protected and isolated from further processing.

7. Data Transfers

If we transfer data outside the European Economic Area ("**EEA**"), we will ensure appropriate safeguards are in place, such as Standard Contractual Clauses ("**SCCs**") or other lawful transfer mechanisms recognized under applicable data protection laws.

8. Liability

Our liability under this DPA is subject to the limitations of liability set out in the Agreement.

9. Changes to this DPA

We may update this DPA from time to time. Continued use of the Service after notification constitutes your acceptance of the updated DPA.

10. Contact Information

If you have any questions about this DPA, please contact us at:

ExtraSpecial, Inc.

Email: support@extraspecial.co