

Terms of Service

The agreement governing use of the Exigyn platform.

Effective date: June 21, 2026 · Version 1.0

Provided by [Exigyn, Inc.] · exigyn.com

DRAFT — FOR LEGAL REVIEW

This document is a working template prepared for Exigyn and is provided for general informational purposes only. It is not legal advice and does not create an attorney–client relationship. Items in [brackets] require confirmation, and the document should be reviewed and adapted by qualified legal counsel licensed in the relevant jurisdiction(s) before publication. Remove this notice before going live.

These Terms of Service (“Terms”) govern access to and use of the Exigyn platform, website, and application (the “Service”) provided by [Exigyn, Inc.] (“Exigyn,” “we,” “us”). By creating an account, subscribing, or using the Service, you agree to these Terms. If you use the Service on behalf of an organization, you represent that you are authorized to bind that organization (the “Customer”), and “you” refers to that organization.

1. Definitions

- “**Service**” means the Exigyn FP&A platform, website, applications, connectors, and related documentation.
- “**Customer Content**” means data, files, models, and other materials you submit to or generate in the Service.
- “**Authorized Users**” means individuals you permit to access the Service under your account.
- “**Subscription**” means a paid plan that entitles you to use the Service.

2. Eligibility and Accounts

You must be at least 18 years old and able to form a binding contract to use the Service, which is intended for business use. You agree to provide accurate registration information, keep it current, safeguard your credentials, and remain responsible for all activity under your account and for your Authorized Users' compliance with these Terms.

3. Subscriptions, Fees, and Billing

- **Plan and price:** the self-serve Subscription is offered at the price shown at checkout (currently US\$25 per month per organization, including all then-available modules and unlimited Authorized Users). Pricing and inclusions may change as described below.
- **Payment:** subscriptions are billed in advance through our payment processor, Stripe. You authorize recurring charges to your payment method.
- **Renewal and cancellation:** Subscriptions renew automatically each billing period until cancelled. You may cancel at any time; cancellation takes effect at the end of the current paid period, and access continues until then.

- **Refunds:** except where required by law, fees are non-refundable and partial periods are not pro-rated.
- **Price changes:** we may change fees or inclusions on prospective notice, effective at your next renewal.
- **Taxes:** fees are exclusive of taxes, which you are responsible for except for taxes on our net income.

4. Customer Content and Ownership of Data

As between the parties, **you retain all right, title, and interest in your Customer Content**. You grant Exigyn a worldwide, non-exclusive license to host, copy, process, transmit, and display Customer Content, and to create outputs, solely to provide, secure, and support the Service and as otherwise permitted in these Terms. You represent that you have the necessary rights to your Customer Content and that it does not violate law or third-party rights.

5. License and Acceptable Use

Subject to these Terms, Exigyn grants you a limited, non-exclusive, non-transferable, revocable right to access and use the Service for your internal business purposes. You agree not to:

- copy, modify, distribute, sell, sublicense, or create derivative works from the Service except as expressly permitted;
- reverse engineer, decompile, or attempt to derive source code, except to the extent permitted by law;
- rent, resell, or provide the Service as a service bureau, or use it to build a competing product or benchmark;
- circumvent usage limits or security, probe or scan the Service, or introduce malware;
- upload unlawful content, infringe third-party rights, or use the Service in violation of applicable law, including export-control and sanctions laws.

6. AI Features and No Professional Advice

The Service provides AI-assisted analytics, modeling, and forecasting and may integrate third-party tools (including Excel, PowerPoint, and the Claude / MCP connector). **Outputs are estimates and decision-support aids and may be inaccurate or incomplete.** Exigyn does not provide financial, investment, accounting, audit, actuarial, tax, or legal advice, and nothing in the Service constitutes such advice or creates a fiduciary or advisory relationship. You are solely responsible for reviewing, validating, and deciding whether to rely on any output, and for your business, financial, and regulatory decisions. You should obtain advice from qualified professionals where appropriate.

7. Third-Party Services and Connectors

The Service may interoperate with third-party products and services that are governed by their own terms and privacy practices. Exigyn is not responsible for third-party services, and your use of them is at your own risk and subject to their terms.

8. Intellectual Property

Exigyn and its licensors own all right, title, and interest in the Service, including its software, models, templates, and look and feel, and all related intellectual property rights. We may collect and use aggregated and de-identified data derived from use of the Service to operate and improve our products, provided it does not

identify you or your Customer Content. If you provide feedback, you grant us a perpetual, royalty-free license to use it without restriction.

9. Confidentiality

Each party may access the other's non-public information ("Confidential Information"). The receiving party will use it only to perform under these Terms, protect it with reasonable care, and not disclose it except to personnel and advisors who are bound by confidentiality. These obligations do not apply to information that is public, independently developed, or rightfully received from a third party.

10. Privacy and Data Protection

Our processing of personal data is described in our Privacy Policy. Where Exigyn processes personal data on your behalf, our applicable Data Processing Addendum governs and is incorporated by reference.

11. Warranties and Disclaimers

Except as expressly stated, the Service is provided **"as is" and "as available,"** and Exigyn disclaims all warranties, whether express, implied, or statutory, including merchantability, fitness for a particular purpose, title, and non-infringement. We do not warrant that the Service will be uninterrupted, error-free, or secure, or that outputs will be accurate. Beta or preview features are provided without warranty and may change or be withdrawn.

12. Limitation of Liability

To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for lost profits, revenue, data, or goodwill, arising out of or related to the Service or these Terms. Exigyn's aggregate liability arising out of or related to these Terms will not exceed the amounts you paid to Exigyn for the Service in the twelve (12) months before the event giving rise to the claim. Some jurisdictions do not allow certain limitations, so some of the above may not apply to you.

13. Indemnification

You will defend, indemnify, and hold harmless Exigyn from third-party claims, losses, and expenses arising from your Customer Content, your use of the Service in breach of these Terms, or your violation of law or third-party rights, except to the extent caused by Exigyn's own breach.

14. Term, Suspension, and Termination

These Terms apply while you use the Service. You may terminate by cancelling your Subscription. We may suspend or terminate access for non-payment, breach, security risk, or as required by law, with notice where practicable. On termination, your right to use the Service ends; you may export Customer Content during a limited window, after which it will be deleted or returned per our Privacy Policy. Provisions that by their nature should survive will survive termination.

15. Changes to the Service and Terms

We may modify the Service and these Terms from time to time. For material changes to the Terms, we will provide reasonable notice (such as by email or in-product notice). Your continued use after the effective date constitutes acceptance. If you do not agree, you must stop using the Service and may cancel.

16. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of California, excluding its conflict-of-laws rules. The parties will attempt to resolve disputes informally first; any unresolved dispute will be subject to the exclusive jurisdiction of the state and federal courts located in [County], California, unless the parties agree otherwise. [Optional: insert an arbitration and class-action-waiver clause here if desired — confirm with counsel.]

17. General

These Terms, together with the Privacy Policy and any DPA or order, are the entire agreement between the parties regarding the Service. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition, or sale of assets. If any provision is unenforceable, the remainder stays in effect. Neither party is liable for delays due to events beyond its reasonable control. Our failure to enforce a provision is not a waiver. Notices to Exigyn may be sent to support@exigyn.com.

18. Contact

QUESTIONS ABOUT THESE TERMS

General & contractual — support@exigyn.com

Privacy & data requests — privacy@exigyn.com

Security disclosures — security@exigyn.com

Mailing address — [Company mailing address]