

**Last Updated:** January 12, 2024

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# Terms and Conditions of Use

Welcome to Tempello! Before using our Services, we kindly ask you to read and understand these Terms and Conditions of Use ("Terms of Use" or "TOU"). By accessing or utilizing any part of our Services and Content (as defined below), you confirm that you have read, understood, and agree to these Terms. This forms a legal agreement between you ("You" or "User") and Tempello, Inc. ("Company", "Tempello", "we", "us", or "our").

## Understanding Key Terms:

**Services:** This term includes all methods of communication and resources provided by Tempello, such as our software-as-a-service offerings and related marketing and sales activities, our website, email, phone, text messaging, social media, video conferencing, and resources on third-party websites.

**Content:** Our Services feature a diverse range of materials aimed at enhancing your professional efficiency and productivity. This includes, but is not limited to, software tools, digital resources, tutorials (both live and self-paced), webinars, articles, blogs, video content, user guides, FAQs, interactive tools, and applications, available in various formats like text, graphics, images, and videos.

## Scope of Services

Tempello provides innovative solutions for time tracking and billing, primarily aimed at legal professionals and other billable professionals. Our Services are designed to automate and streamline your workflow, offering a blend of AI-driven technology and user-friendly interfaces to enhance your work efficiency.

By using our Services, you gain access to our cutting-edge software, which integrates seamlessly with various legal management practice software and productivity tools. Our goal is to offer you a comprehensive solution that not only simplifies time tracking and billing but also provides valuable insights into your work patterns (and hopefully also improves your billable realization rate!).

## Your Agreement

By accessing or using our Services, you agree to comply with these Terms of Use. If you do not agree with any part of these Terms, you should not use our Services. We reserve the right to modify these Terms at any time, and we will make reasonable efforts to inform you of significant changes before such changes come into force and give you a possibility to evaluate

the effects of proposed changes.. Your continued use of our Services following any changes signifies your acceptance of those changes. Any new features that augment or enhance our Services, including the release of new tools and resources, shall be subject to our Terms of Use. Continued use of our Services after any such changes shall constitute your agreement to such changes.

## Terms and Privacy Policy

Our Terms of Use and Privacy Policy are the cornerstone of your interaction with our Website and Services, including any Content provided therein. Our commitment is to offer a transparent, comprehensive, and enriching experience through our Website and the diverse range of Services we offer. Our Terms of Use and Privacy Policy are crafted to ensure clarity and transparency, providing you with a thorough understanding of your rights and responsibilities when engaging with our Website and utilizing our Services.

## Modifications and Availability

Please be aware that we reserve the right to modify, suspend, or terminate operation of or access to our Website, Services, or any Content therein at any time, according to our sole discretion, and without prior notice. This includes the right to:

- Withdraw, modify, suspend, or terminate operation of or access to our Website or Services for any reason.
- Modify or change any applicable policies or Terms.
- Interrupt the operation of our Website or Services as necessary for routine or emergency maintenance, error correction, or other changes.

We aim to ensure the continuous availability of our Website and Services, but please understand that there may be times when all or part of our Website is unavailable, whether for planned maintenance or due to unforeseen circumstances. In such cases, we will not be liable for any inconvenience or loss of service.

## Contact and Discontinuation

Should you have any questions, concerns, or need clarification regarding our Terms, we encourage you to reach out to us via email at [support@tempello.ai](mailto:support@tempello.ai). Our team is dedicated to providing you with the necessary support and information.

If, for any reason, you find that our Terms of Use are not agreeable to you, we respectfully ask that you discontinue the use of our Website and any and all Services immediately. Your understanding and compliance with this request are greatly appreciated.

## Account Terms

*Eligibility.* To access and use our Website and Services, you must meet certain age and legal capacity requirements. Specifically, you must:

- Be at least eighteen (18) years old.
- Possess the legal capacity to enter into binding contracts.

By engaging with our Website and Services, you confirm that you meet these age and legal capacity requirements.

*Voluntary Participation.* Your decision to purchase and use our Services is entirely voluntary. You acknowledge and agree that:

- Your progress and results are dependent on your personal efforts and unique circumstances.
- We do not guarantee specific outcomes or results.
- Any opinions or potential results we provide are not guarantees and should not be taken as such.

*Account Registration.* When creating an account on our Website, you must adhere to the following guidelines:

- You must be a real person; accounts registered by automated methods ("bots") are not allowed.
- Provide accurate and complete information during the signup process, including your legal full name and a valid email address.
- Each account is personal and should be used by the registered individual only. Shared accounts are not permitted.
- You may create individual accounts for multiple users if needed.

*Security and Responsibility.* As an account holder, you are responsible for:

- Maintaining the confidentiality and security of your account and password.
- All activities that occur under your account, including actions taken by others who have access to your account.
- Any loss or damage resulting from your failure to protect your account information.

*Legal Compliance.* In using our Services, you must:

- Not engage in any illegal or unauthorized activities.
- Comply with all applicable laws in your jurisdiction, including copyright laws and other regulations related to online conduct and acceptable content.

## Prohibited Conduct

As a user of Tempello's Services, Website, or Content, you are prohibited from engaging in the following activities:

- **Legal Rights Violation:** Defaming, abusing, harassing, stalking, threatening, or otherwise infringing upon the legal rights of the Company or others.
- **Unauthorized Commercial Use:** Utilizing our Services, Website, or Content for commercial purposes without our explicit written consent.
- **Technology Misuse:** Reverse engineering, hacking, decompiling, tampering with, or disassembling the technology underpinning our Services or Website.
- **Service Interference:** Interfering with, damaging, or compromising the integrity of our Services, Website, Content, or their underlying technology.
- **Identity Misrepresentation:** Impersonating any individual or falsely representing your identity or affiliation.
- **Unauthorized Access:** Attempting to gain unauthorized access to our Services or Website.
- **Intellectual Property Infringement:** Infringing upon the intellectual property or other rights of third parties, or violating any terms of social media platforms.
- **Legal Compliance:** Breaching any applicable laws, rules, or regulations.
- **Malicious Software:** Transmitting harmful or disruptive software such as viruses, spyware, trojan horses, Easter eggs, or similar programs.
- **Content Misrepresentation:** Falsifying or deleting any author attributions, legal notices, or proprietary designations.
- **Illegal Activities:** Engaging in any form of illegal activity.
- **Unauthorized Use:** Reproducing, duplicating, copying, selling, reselling, or exploiting any aspect of the Service without explicit written permission from Tempello.
- **Abusive Behavior:** Any form of abuse, whether verbal, physical, written, or otherwise, towards any Tempello customer, employee, member, or officer will result in immediate account termination.
- **Spamming:** Sending unsolicited emails, SMSs, or engaging in "spam" activities.
- **Destructive Code:** Transmitting worms, viruses, or any destructive code.

## Suspension & Right of Termination

Tempello reserves the right to suspend or terminate the provision of Services to you under circumstances where your conduct is deemed unsafe or inappropriate. Our decision to suspend

or terminate Services is at our sole discretion and will be communicated to you promptly. (We will find out if you've been naughty and will let you know we know!) No refunds will be issued in cases of suspension or termination due to such conduct. (For the hell you put us through, your funds will go into our therapy-fundraising piggy bank.)

!!FREE TRIAL!!

We offer a free trial with no credit card requirements which should be considered a “free look period”. We encourage you to fully test our Services for free for fourteen (14) days, without charge.

## SUBSCRIPTIONS & PAYMENT

*Subscription Billing.* Upon subscribing to one of our plans, you will be automatically billed on a monthly or yearly basis, depending on your chosen subscription frequency and subscription date.

*Payment Authorization.* By subscribing, you authorize Tempello (and any designated payment processor) to charge the payment method you have provided for all purchases related to your subscription. For inquiries about acceptable payment methods, please contact our support team.

*Availability and Pricing.* The pricing for our Services will be clearly listed on our Website and or through other communication channels. Access to our Services is contingent upon the payment of subscription fees. We reserve the right to modify the prices and availability of our Services at any time without prior notice. Tempello is not liable for any unavailability of Services.

## CANCELLATION & REFUND POLICY

You can cancel your subscription anytime, for no reason or any reason, via your Tempello Account page or by contacting us at [support@tempello.ai](mailto:support@tempello.ai). If you cancel within fourteen (14) days of your initial order, you will be full refunded. It may take up to ten (10) business days for the refund to appear on your statement, depending on your payment method.

Should you cancel after 14 days, your payment is non-refundable, and your service will continue until the end of that billing period.

## PERSONAL INFORMATION

All information we collect on our Website is subject to our Privacy Policy. By using our Website and Services, you consent to all actions taken by us with respect to your information in compliance with our Privacy Policy.

## DISCLAIMERS

*Representatives.* The views, opinions, advice, and statements made by Tempello team members, contractors, or anyone featured in our Website or Services, or any other platform associated with the company do not necessarily represent the views and beliefs of Tempello. We are not responsible for and cannot always verify the accuracy of any statements or advice given by these individuals. You are advised to use your discretion and judgment when considering such advice or statements.

*Links to Other Websites.* Our Website and Services may contain links to third-party websites or services that we do not own nor control. These links are provided solely for your convenience. We do not endorse the content, products, or services available from such third-party websites. It is important for users to take necessary precautions, especially to ensure appropriate safety from viruses, worms, Trojan horses, and other potentially destructive items.

By using our Website and Services, you acknowledge and agree that we are not responsible nor liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such third-party websites or services.

*Third-Party Offerings.* We may offer our users bonuses or promotions, sometimes in the form of access to third-party services. While these third-party offerings are intended to enhance your (user) experience, they come with their own terms and conditions, separate and unrelated from ours. We encourage all users to review the terms and privacy policies of these third-party offerings before participating. We do not (and will not) assume liability for any issues that may arise from interactions or engagements with these third-party services.

*Cooperation with Law Enforcement.* We have the right to fully cooperate with any law enforcement authorities, regulatory agencies, or court order requesting or directing us to disclose the identity or other information of anyone sharing information with us through the Website. You waive and hold the company harmless from any claims resulting from any action taken by the company because of, or consequence of, the investigations.

*Notice to Potential Users Outside of the United States of America.* You consent to the processing in the United States of America of information you provide to us. Our Website is controlled in the United States of America. We make no representations that our Website is appropriate for use in other locations. Those who access or use our Website from other locations do so at their own risk and are responsible for compliance with local law.

*Description of Services.* We strive to ensure our Website is thorough, accurate, and helpful to you. Nonetheless, there may be times when certain information contained on our Website may be incorrect, incomplete, or inaccurate. We apologize for any such errors, especially those that might affect pricing, descriptions, or availability. We reserve the right to correct errors.

## Intellectual Property Rights

*Trademarks.* Our Website and its entire contents, including but not limited to all Services and Content are owned by our Company, our licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

*Limitations of Use.* Subject to our Terms of Use, we hereby grant you a limited, revocable, non-transferable, and non-exclusive license to use our Website and Services and any Content therein solely for the permitted uses as described above. You must not distribute, modify, reproduce, create derivative works of, publicly display, publicly perform, or in any way exploit any of the materials or Content on our Website or in our Services in whole or in part. Any use of our Website or Services for any other purpose other than your own personal use is a breach of these Terms and may violate copyright, trademark, and other applicable laws.

*Feedback & Testimony.* We value and appreciate all feedback and testimony regarding our Website and Services. We welcome most contributions, including your ideas, suggestions, comments, input, feedback, or testimony (collectively referred to as "Feedback"). Please note that any Feedback you provide to us, whether verbal or written, directly to us, or posted on our Website or affiliated sites, hosted forum, or page, will be considered non-confidential. By submitting Feedback, you acknowledge and agree that we have the freedom to use, reproduce, publicly display, distribute, modify, implement, or publicly perform the Feedback, whether as provided by you or as modified by us, without obtaining permission or a license from you or any third party. It's important to note that when you provide Feedback, you do so without any expectation of compensation or credit. Your feedback is valuable to us, and we are thankful for your willingness to share it with us.

## DMCA COPYRIGHT INFRINGEMENT AND TAKE-DOWN POLICY

In accordance with the Digital Millennium Copyright Act ("DMCA"), we will remove any Content if properly notified that such Content infringes on your intellectual property rights. We reserve the right, at our sole discretion, to remove any content without prior notice.

If we publish or are hosting content that you think infringes upon your copyright, please email us immediately so we may address your concerns.

Our Terms expressly prohibit users from infringing on the copyrights of others. We may remove, suspend, terminate access, or take other appropriate action against these users. We may also remove material that, in our sole discretion, appears to infringe upon the intellectual property rights of others.

To file a notice of infringement with us, you must provide a written communication by email with an attached and signed PDF that sets forth the items specified below. To enable us to address

your concerns quickly and efficiently, please provide the following information in your notice email:

1. For each alleged infringement that you wish to have removed, please provide the exact URL for the page containing the allegedly infringing material.
2. Provide information reasonably sufficient to permit us to contact you - an email address and/or telephone number is preferred.
3. For images, provide the following to substantiate your claim to ownership of the copyright in the allegedly infringing image:
  - a. Proof of copyright in the image concerned, namely proof of copyright registration of the image, or, absent such registration, a detailed description of the image – where it was taken, by whom, who or what the subject of the image is, and evidence to support your claim that you own the copyright.  
  
We may not comply with requests to remove an image if you cannot prove that you own the copyright in the image in question.
4. Include the following statement in the attached PDF : “I swear, under penalty of perjury, that the information in the notification is accurate and true to the best of my knowledge, and that I am the true copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.”
5. Sign the document, include your full name, and title, and email it to us at [support@tempello.ai](mailto:support@tempello.ai).

If we do not respond in ten (10) business days, please contact us again. You acknowledge that if you fail to comply with all the requirements of this section, your DMCA notice may not be valid, and we will have no obligation to respond to or acknowledge receipt of your notice. Please note that you will be liable for damages (including costs and attorneys' fees) if you materially misrepresent that any material on our Website infringes upon your copyrights.

#### LIMITATION OF LIABILITY

Assumption of the risk. As stated above, we do not make any warranties or guarantees verbally or in writing regarding any desired or intended outcomes. YOU VOLUNTARILY AND FREELY ASSUME THE RISK AND RESPONSIBILITY FOR ANY DANGERS THAT MAY OCCUR PURSUANT TO YOUR USE OF OUR WEBSITE AND SERVICES AND PARTICIPATION IN ANY ACTIVITIES INCLUDED IN THE SERVICES, INCLUDING THE RISK OF PHYSICAL INJURY, EMOTIONAL DISTRESS, OR DEATH.

Release from liability. YOU HEREBY ACKNOWLEDGE AND AGREE ON BEHALF OF YOURSELF, HEIRS, AND ASSIGNS, TO FULLY AND FOREVER DISCHARGE AND RELEASE COMPANY FROM ANY AND ALL CLAIMS YOU MAY HAVE FOR ANY INJURY, TEMPORARY OR PERMANENT



DISABILITY, DEATH, DAMAGES, LIABILITIES, EXPENSES AND/OR CAUSES OF ACTION, NOW KNOWN OR HEREINAFTER KNOWN IN ANY JURISDICTION IN THE WORLD, ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE AND SERVICES, EXCEPT THOSE CAUSED BY COMPANY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.

## INDEMNIFICATION

You agree to defend, indemnify, and hold our Company, its administrators, and Representatives, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms.

Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, but without limitation, any loss of profit, damage to reputation, or breach of fiduciary duty based on any claim under these Terms, even if such party has been advised of the possibility of such damages.

To the extent permitted by applicable law, in no event shall the liability for damages under this Agreement exceed the amount you actually paid our Company.

Regardless of the limitations mentioned above, and in accordance with Cal. Civ. Code § 1668, this limitation of liability shall not limit, directly or indirectly, either parties' responsibility for their own fraud, willful injury to the person or property of another, or the violation of a law, whether willful or negligent.

## GENERAL CONTRACT TERMS

*Waiver.* No waiver by the Company of any term or condition set forth in our TOU shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under our TOU shall not constitute a waiver of such right or provision.

*Governing Law.* The validity of these Terms, as well as the rights and duties of the parties under these Terms, will be construed pursuant to the common law of California. Any legal suit, action or proceeding arising out of, or related to, these TOU or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, in each case located in the City of San Diego, and County of San Diego, although we retain the right to bring any suit, action or proceeding against you for breach of the TOU in your country or county of residence, or any other relevant country or county. You waive all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

*Severability.* If any provision within our TOU is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be

eliminated or limited to the minimum extent such that the remaining provisions of the TOU will continue in full force and effect.

*Entire Agreement.* Our Terms, including the Terms of Use and Privacy Policy, represent the complete agreement between you and us regarding the Website, our Services, and Content therein. This agreement supersedes and replaces all prior or simultaneous understandings, agreements, representations, and warranties, whether documented or verbal, relating to its subject matter.

*Dispute Resolution.* If you have any issue or dispute with the Company, you agree to first contact us and attempt to resolve the dispute with us informally.

## HOW TO CONTACT US

If you have any questions or comments regarding our Terms of Use (or anything really!), just reach out. Our email is [support@tempello.ai](mailto:support@tempello.ai). If you prefer to take the snail mail route, please use our below address:

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