



TERMS OF SERVICE

Last Updated: January 13, 2026

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICE

1. AGREEMENT TO LEGAL TERMS

Welcome to ORCFLO ("Company," "we," "us," or "our"). We operate the website <http://www.orcflo.com/> (the "Site"), as well as any related software, applications, and services that refer or link to these Terms of Service (collectively, the "Service"). The Service provides a web-based platform that allows users to compare outputs generated by various third-party artificial intelligence systems and models.

These Terms of Service ("Terms") constitute a legally binding agreement between you, whether personally or on behalf of an entity ("you," "your," "User," or "Customer"), and the Company concerning your access to and use of the Service.

BY ACCESSING OR USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last Updated" date of these Terms. It is your responsibility to periodically review these Terms to stay informed of updates. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms.

The Service is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Service.

2. DESCRIPTION OF SERVICE

The Service provides a web-based platform that allows Users to compare outputs generated by various third-party artificial intelligence ("AI") systems and models. The Service aggregates, displays, and facilitates comparison of AI-generated content but does not itself generate AI outputs. The Service is provided on an "as-is" and "as-available" basis.

We reserve the right to modify, suspend, or discontinue any aspect of the Service at any time without notice or liability. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

3. USER REGISTRATION AND ACCOUNTS

3.1 Account Creation

To access certain features of the Service, you may be required to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete. You represent and warrant that: (i) all registration information you submit is truthful and accurate; (ii) you will maintain the accuracy of such information; and (iii) your use of the Service does not violate any applicable law or regulation.

3.2 Account Security

You are responsible for maintaining the confidentiality of your account credentials, including your username and password, and for all activities that occur under your account. You agree to: (i) immediately notify us of any unauthorized use of your account or any other breach of security; (ii)



ensure that you exit from your account at the end of each session; and (iii) not share your account credentials with any third party. We will not be liable for any loss or damage arising from your failure to comply with these security obligations.

3.3 User Eligibility

By using the Service, you represent and warrant that you: (i) have the legal capacity and you agree to comply with these Terms; (ii) are not a minor in the jurisdiction in which you reside (or if a minor, you have received parental permission to use the Service); (iii) will not access the Service through automated or non-human means, whether through a bot, script, or otherwise; (iv) will not use the Service for any illegal or unauthorized purpose; and (v) your use of the Service will not violate any applicable law or regulation.

4. ACCEPTABLE USE AND PROHIBITED ACTIVITIES

4.1 License Grant

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Service during the term of these Terms solely for your internal business or personal purposes. This license does not include any right to: (i) resell or make any commercial use of the Service; (ii) modify or make derivative works of the Service; (iii) download (other than page caching) or copy any content from the Service; (iv) use any data mining, robots, or similar data gathering or extraction methods; or (v) use the Service other than for its intended purpose.

4.2 Prohibited Activities

You may use the Service only for lawful purposes and in accordance with these Terms. You agree not to use the Service:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way;
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity;
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm the Company or users of the Service or expose them to liability;
- To use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party’s use of the Service;
- To use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service;
- To use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent;
- To use any device, software, or routine that interferes with the proper working of the Service;
- To introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- To attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service;
- To attack the Service via a denial-of-service attack or a distributed denial-of-service attack;



- To take any action that may damage or falsify Company rating;
- To reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure of the Service;
- To modify, translate, or create derivative works based on the Service;
- To use the Service to develop or improve a product or service that competes with the Service;
- To remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on the Service;
- Otherwise attempt to interfere with the proper working of the Service.

5. THIRD-PARTY AI SERVICES AND CONTENT

5.1 Integration with Third-Party AI Services

The Service integrates with and displays outputs from third-party artificial intelligence systems and services (“Third-Party AI Services”). These Third-Party AI Services are owned and operated by independent third parties and are not under our control. Your use of Third-Party AI Services through our platform may be subject to separate terms of service, privacy policies, and other agreements with those third parties. You are responsible for reviewing and complying with any such third-party terms.

5.2 No Endorsement or Warranty of Third-Party Content

The display of Third-Party AI Services or their outputs through the Service does not constitute our endorsement, recommendation, approval, or warranty of such services or their outputs. We make no representations or warranties regarding the accuracy, reliability, completeness, currentness, quality, or suitability of any third-party content or outputs. The Service merely aggregates and displays third-party AI outputs for comparison purposes.

5.3 Third-Party Content Disclaimer

ALL CONTENT AND OUTPUTS GENERATED BY THIRD-PARTY AI SERVICES ARE PROVIDED BY THOSE THIRD PARTIES AND NOT BY US. WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR SUITABILITY OF ANY THIRD-PARTY CONTENT OR AI OUTPUTS. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- Third-party AI outputs may contain errors, inaccuracies, biases, or misleading information;
- Third-party AI outputs may not be suitable for your intended purpose or use case;
- Third-party AI outputs should not be relied upon without independent verification and human review;
- AI systems are experimental and evolving in nature and may produce unpredictable, inaccurate, incomplete, or inappropriate outputs;
- We have no control over the content, accuracy, availability, or performance of Third-Party AI Services;
- Use of third-party AI outputs is at your sole risk and discretion;
- You are solely responsible for evaluating the accuracy, completeness, and usefulness of any outputs generated by Third-Party AI Services.

5.4 No Liability for Third-Party Services

WE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY LOSS, DAMAGE, OR HARM RESULTING FROM YOUR USE OF OR RELIANCE ON THIRD-PARTY AI SERVICES OR THEIR OUTPUTS. YOU AGREE TO LOOK SOLELY TO THE APPLICABLE THIRD-PARTY PROVIDERS FOR ANY CLAIMS RELATED TO THEIR SERVICES OR OUTPUTS. WE DO NOT GUARANTEE THE CONTINUED AVAILABILITY OF ANY THIRD-PARTY AI SERVICE THROUGH OUR PLATFORM AND MAY ADD OR REMOVE SUCH SERVICES AT ANY TIME WITHOUT NOTICE.

5.5 Third-Party Links and Websites



The Service may contain links to third-party websites or services that are not owned or controlled by the Company. The Company has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that the Company shall not be responsible or 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. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

6. PURCHASES, SUBSCRIPTIONS, AND PAYMENT

6.1 Purchases

If you wish to purchase any product or service made available through the Service (a "Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your payment card number, the expiration date of your payment card, your billing address, and your shipping information. You represent and warrant that: (i) you have the legal right to use any payment method(s) in connection with any Purchase; and (ii) the information you supply to us is true, correct, and complete.

We may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order, or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

6.2 Subscriptions and Billing

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you or the Company cancel it or if the Company changes the conditions of the Subscription, as previously notified to you. You may cancel your Subscription renewal either through your online account management page or by contacting our customer support team. A valid payment method, including credit card or other accepted payment method, is required to process the payment for your Subscription. You shall provide the Company with accurate and complete billing information. By submitting such payment information, you automatically authorize the Company to charge all Subscription fees incurred through your account to any such payment instruments. Should automatic billing fail to occur for any reason, the Company may suspend the Service until full payment is made.

6.3 Fee Changes

The Company, in its sole discretion and at any time, may modify Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle. The Company will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective. Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

6.4 Refunds



Except when required by law, paid Subscription fees are non-refundable. You will not receive a refund for any unused portion of your Subscription if you cancel your Subscription before the end of the current Billing Cycle.

7. USER CONTENT AND CONTRIBUTIONS

7.1 User Content

The Service may allow you to post, link, store, share, and otherwise make available certain information, text, graphics, videos, prompts, queries, or other material (“User Content”). You are responsible for the User Content that you post on or through the Service, including its legality, reliability, and appropriateness. By posting User Content on or through the Service, you represent and warrant that: (i) the User Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms; and (ii) the posting of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity.

7.2 License to User Content

You retain ownership of any User Content you submit, post, or display on or through the Service. However, by submitting, posting, or displaying User Content on or through the Service, you grant us a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content solely as necessary to provide the Service and to improve and develop our products and services. This license includes the right to host, store, cache, reproduce, publish, and distribute your User Content, as well as to create aggregated and/or anonymized data derived from your User Content that does not identify you.

7.3 Content Monitoring and Removal

We reserve the right, but are not obligated, to monitor and review User Content. We reserve the right to remove or disable access to any User Content for any reason or no reason, including User Content that, in our sole discretion, violates these Terms. We take no responsibility and assume no liability for any User Content you or any third-party posts on or through the Service. However, by using the Service you grant us the right to take any action with respect to any User Content that we deem necessary or appropriate in our sole discretion if we believe that such User Content violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public, or could create liability for the Company.

7.4 Feedback

You may provide us with feedback, suggestions, comments, or other input regarding the Service (“Feedback”). You acknowledge and agree that: (i) you shall not retain, acquire, or assert any intellectual property right or other right, title, or interest in or to the Feedback; (ii) the Company may have development ideas similar to the Feedback; (iii) Feedback does not contain confidential information or proprietary information from you or any third party; and (iv) the Company is not under any obligation of confidentiality with respect to the Feedback. To the extent the transfer of ownership to the Feedback is not possible due to applicable mandatory laws, you grant the Company an exclusive, transferable, irrevocable, free-of-charge, sublicensable, unlimited, and perpetual right to use (including copy, modify, create derivative works, publish, distribute, and commercialize) Feedback in any manner and for any purpose.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Company Intellectual Property

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and



arrangement thereof) are owned by the Company, its 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. These Terms permit you to use the Service solely as expressly permitted herein. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Service, except as generally and ordinarily permitted through the Service according to these Terms.

8.2 Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Service are the trademarks of their respective owners.

8.3 DMCA Notice and Procedure for Copyright Infringement Claims

We respect the intellectual property rights of others. If you believe that any material available on or through the Service infringes upon any copyright you own or control, please immediately notify our Designated Copyright Agent using the contact information provided below. A copy of your notice will be sent to the person who posted or stored the material addressed in the notice. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a notice. Thus, if you are not sure that material located on or linked to by the Service infringes your copyright, you should consider first contacting an attorney.

Designated Copyright Agent:

ORCFLO Compliance
5900 Balcones Drive, Suite 100
Austin, TX 78731
compliance@orcflo.com

9. PRIVACY AND DATA PROTECTION

9.1 Privacy Policy

Your privacy is important to us. Our Privacy Policy, which is incorporated into these Terms by reference, explains how we collect, use, and disclose information about you when you access or use the Service. By using the Service, you consent to our collection, use, and disclosure of your information as described in the Privacy Policy.

9.2 User Queries and Third-Party Processing

You acknowledge and agree that any prompts, queries, inputs, or other information you submit to Third-Party AI Services through our platform may be processed, stored, and used by those third parties in accordance with their own privacy policies and terms of service. We are not responsible for the data practices, privacy policies, or security measures of third-party providers. You should review the privacy policies of any Third-Party AI Services you use through our platform.

9.3 Security

We implement commercially reasonable technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration, and disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes. You acknowledge that you provide your information at your own risk and that no method of transmission over the Internet or electronic storage is 100% secure. We cannot ensure or warrant the security of any information you transmit to us.



9.4 Data Retention

We will maintain certain data that you transmit to the Service for the purpose of managing the performance of the Service, as well as data relating to your use of the Service. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

10. DISCLAIMERS OF WARRANTIES

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CURRENTNESS, OR QUALITY OF THE SERVICE'S CONTENT, THIRD-PARTY AI OUTPUTS, OR THE CONTENT OF ANY WEBSITES OR SERVICES LINKED TO THE SERVICE, AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

- Errors, mistakes, or inaccuracies of content and materials, including AI-generated outputs;
- Personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the Service;
- Any unauthorized access to or use of our secure servers and/or any and all personal information and/or financial information stored therein;
- Any interruption or cessation of transmission to or from the Service;
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through the Service by any third-party;
- Any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the Service;
- The accuracy, reliability, or suitability of any AI-generated outputs or third-party content displayed through the Service.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING. WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU IN ITS ENTIRETY, BUT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

11. LIMITATION OF LIABILITY



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE LESSER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING, OR (B) ONE HUNDRED DOLLARS (\$100.00).

CERTAIN STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to: (a) your violation of these Terms; (b) your use of the Service, including but not limited to your User Content, any use of the Service's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Service; (c) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right; or (d) any claim that your User Content caused damage to a third party. This indemnification obligation will survive the termination of these Terms and your use of the Service. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims.

13. TERM AND TERMINATION

13.1 Term

These Terms commence on the date when you first access or use the Service and shall continue in effect until terminated in accordance with these Terms.

13.2 Termination by You

You may terminate your account and stop using the Service at any time by following the account closure procedures provided in the Service or by contacting us at billing@orcflo.com. If you have a paid Subscription, cancellation will be effective at the end of the current Billing Cycle, and you will not receive a refund for any fees already paid.

13.3 Termination by Us

We may terminate or suspend your access to all or any part of the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Reasons for termination may include, but are not limited to: (a) breach of these Terms; (b) requests by law enforcement or other government agencies; (c) discontinuance or material modification of the Service; (d) unexpected technical or security issues or problems; (e) extended periods of inactivity; (f)



engagement by you in fraudulent or illegal activities; or (g) nonpayment of any fees owed by you in connection with the Service.

13.4 Effect of Termination

Upon termination of your account or these Terms for any reason: (a) your right to use the Service will immediately cease; (b) we may delete your account and all related information and files in your account without liability to you; (c) you will remain liable for all amounts due under these Terms up to and including the date of termination; and (d) all provisions of these Terms that by their nature should survive termination shall survive termination, including but not limited to intellectual property provisions, warranty disclaimers, indemnity obligations, and limitations of liability.

14. GOVERNING LAW AND JURISDICTION

These Terms and any disputes arising out of or relating to these Terms or the Service shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or related to these Terms or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas, in each case located in Travis County, Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

YOU AGREE TO SUBMIT TO THE PERSONAL AND EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN TRAVIS, TEXAS FOR THE RESOLUTION OF ANY DISPUTES ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.

15. DISPUTE RESOLUTION

15.1 Informal Resolution

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms or the Service (“Dispute”), you and the Company agree to first attempt to negotiate any Dispute informally for at least thirty (30) days before initiating any formal dispute resolution proceeding. Such informal negotiations commence upon written notice from one party to the other party. Notices to the Company should be sent to legal@orcflo.com.

15.2 Binding Arbitration

If the parties are unable to resolve a Dispute through informal negotiations, either party may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration shall take place in Austin, Texas, unless the parties agree otherwise in writing. The arbitration shall be conducted by a single arbitrator selected in accordance with the AAA’s Commercial Arbitration Rules.

The arbitrator shall have exclusive authority to resolve any Dispute, including disputes relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any claim that all or any part of these Terms is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial.

The arbitration proceedings and any results thereof shall be maintained as confidential by the arbitrator, the parties, and the AAA, except as may be necessary to enforce the award, to comply with applicable law, or as otherwise required by court order.



15.3 Class Action Waiver

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

15.4 Exceptions to Arbitration

Notwithstanding the parties' agreement to resolve all Disputes through arbitration, either party may seek relief in a court of competent jurisdiction for: (a) enforcement or protection of that party's intellectual property rights; or (b) injunctive or other equitable relief in connection with a breach or threatened breach of these Terms. Additionally, either party retains the right to seek relief in small claims court for disputes or claims within the scope of that court's jurisdiction.

16. PUBLICITY AND MARKETING

By using the Service, you grant the Company the right to use your name, logo, and trademarks (collectively, "Customer Marks") in the Company's marketing and promotional materials, including but not limited to customer lists, case studies, presentations, websites, social media, and other promotional channels. This includes the right to identify you as a customer of the Service and to describe the general nature of the services provided to you.

The Company will not use the Customer Marks in any manner that: (a) suggests your endorsement of specific products, services, or viewpoints beyond your status as a customer of the Service; (b) could reasonably be considered disparaging, defamatory, or damaging to your reputation; or (c) violates any applicable laws or regulations. The Company will comply with reasonable requests from you regarding the manner of display of the Customer Marks, provided such requests are made in writing and do not impose unreasonable burdens on the Company.

17. MISCELLANEOUS PROVISIONS

17.1 Entire Agreement

These Terms, together with our Privacy Policy and any other legal notices or agreements published by us on the Service, constitute the entire agreement between you and the Company regarding the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Service.

17.2 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. The invalid, illegal, or unenforceable provision shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent to the maximum extent possible. If such modification is not possible, the invalid provision shall be severed from these Terms.

17.3 Waiver

No waiver by the Company of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

17.4 Assignment

You may not assign, transfer, or delegate any of your rights or obligations under these Terms, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted



assignment, transfer, or delegation in violation of this section shall be null and void. We may freely assign or transfer these Terms or any of our rights or obligations hereunder without restriction, including in connection with a merger, acquisition, reorganization, sale of assets, or by operation of law. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

17.5 Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you and the Company. No third party shall be deemed a third-party beneficiary to these Terms.

17.6 Force Majeure

The Company shall not be liable for any failure or delay in performing its obligations under these Terms due to causes beyond its reasonable control, including but not limited to: acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics, strikes or other labor disputes, failures of telecommunications networks or infrastructure, or any other events beyond the Company's reasonable control. During any such event, the Company's obligations under these Terms shall be suspended for the duration of the force majeure event.

17.7 Export Compliance

You agree to comply with all applicable export and import control laws and regulations in your use of the Service. You represent that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties, including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

17.8 Electronic Communications

You consent to receive electronic communications from us, including via email or by posting notices on the Service. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. **YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICE.** You waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

17.9 Notice

All notices, requests, consents, claims, demands, waivers, and other communications required or permitted under these Terms shall be in writing and addressed to the parties at the addresses set forth below (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Notices may be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), certified or registered mail (in each case, return receipt requested, postage prepaid), or email. Except as otherwise provided in these Terms, a notice is effective only if: (a) the receiving party has received the notice; or (b) the sending party can demonstrate that the notice has been delivered to the receiving party's address through one of the methods described above.

Notices to the Company should be sent to:

ORCFLO



5900 Balcones Drive, Suite 100
Austin, TX 78731
Email: legal@orcflo.com

17.10 Relationship of the Parties

The relationship between you and the Company is that of independent contractors. Nothing in these Terms is intended to or shall be deemed to establish any partnership, joint venture, employment, agency, or franchise relationship between you and the Company. Neither party has the authority to obligate or bind the other in any manner, and nothing contained herein shall give rise or is intended to give rise to any rights of any kind to any third parties.

17.11 California Users and Residents

If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the address provided in the Contact Information section with your electronic mail address and a request for these Terms. If you have a question or complaint regarding the Service, please send an email to legal@orcflo.com. You may also contact us by writing to:

ORCFLO
5900 Balcones Drive, Suite 100
Austin, TX 78731

17.12 Interpretation

The section headings in these Terms are for convenience only and have no legal or contractual effect. The use of the words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The word "or" is not exclusive. The words "herein," "hereof," "hereunder," and similar terms refer to these Terms as a whole and not to any particular section or provision of these Terms.

18. CONTACT INFORMATION

If you have any questions, concerns, or complaints about these Terms or the Service, please contact us at:

ORCFLO
5900 Balcones Dr., Suite 100
Austin, TX 78731
Email: legal@orcflo.com

**BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE
TO BE BOUND BY THESE TERMS OF SERVICE.**