

iXo — Terms of Use

ATOM Club Services, LLC
Effective Date: November 2, 2026

IXo IS AN ARTIFICIAL INTELLIGENCE SYSTEM, NOT A PERSON. ITS OUTPUTS CAN BE INACCURATE OR INCOMPLETE AND ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY. IXo DOES NOT PROVIDE LEGAL, MEDICAL, MENTAL HEALTH, FINANCIAL, INVESTMENT, TAX, OR OTHER PROFESSIONAL ADVICE AND DOES NOT TAKE ACTIONS ON YOUR BEHALF. YOU OWN YOUR INPUTS AND OUTPUTS. THE PLUS PLAN RENEWS AUTOMATICALLY EVERY MONTH UNTIL YOU CANCEL (SEE SECTION 12). IF YOU ARE IN CRISIS OR IN DANGER, CONTACT YOUR LOCAL EMERGENCY SERVICES OR A LOCAL CRISIS LINE (IN THE UNITED STATES, CALL 911 OR CALL OR TEXT 988 TO REACH THE SUICIDE & CRISIS LIFELINE).

1. Introduction and Acceptance

- 1.1 **Agreement.** These Terms of Use (the "Terms") are a binding agreement between you and ATOM Club Services, LLC, a Delaware limited liability company (the "Company," "we," "us," or "our"). They govern your access to and use of IXo and any related websites, web and mobile applications, features, content, and support that we make available to you (together, "IXo" or the "Service"). The Company operates, distributes, and publishes the Service and is the seller of all paid Plans.
- 1.2 **How you accept.** You accept these Terms by selecting "I agree" (or a similar affirmative action) when you create your Account, or by otherwise accessing or using the Service. We record the version of these Terms that you accepted and the date and time of your acceptance. If you do not agree, do not create an Account or use the Service.
- 1.3 **Personal use; organizations.** Unless you and the Company have signed a Pro Agreement, the Service is provided to you as an individual for your own personal use. If you use the Service under a Pro Agreement on behalf of a company or other organization, you represent that you are authorized to bind that organization, and "you" includes that organization.
- 1.4 **Privacy.** Our Privacy Policy, our Cookie Policy, and our Consumer Health Data Privacy Notice describe how we collect, use, disclose, and retain personal information in connection with the Service. They are not part of these Terms, but we encourage you to read them carefully, because they explain important choices you have, including whether your content may be used for Model Improvement.
- 1.5 **Additional terms; order of precedence.** Some Plans, features, and offers are subject to additional terms that we present to you in the Service or at the time of purchase, including terms that apply to Promo Codes (together, "Additional Terms"). If there is a conflict between these Terms and Additional Terms, the Additional Terms control for that Plan, feature, or offer only. A Pro Agreement controls over these Terms and any Additional Terms to the extent of any conflict.

2. Definitions

- 2.1 Capitalized terms have the meanings given below or where they are first defined in these Terms.

Term	Meaning
Account	The account you create to use the Service, including your Conversation History, your Memory, and your settings.

Term	Meaning
AI Features	The features of the Service that use AI models to process your Inputs and generate Outputs, including text and voice conversations, document analysis, web search, and the generation and updating of your Memory, Life Map, About Me portrait, goals, and steps.
Billing Period	For the Plus Plan, the monthly period that begins on the date of your first successful payment and on each monthly anniversary of that date. For the Free Plan, the monthly period shown in the Service.
Concierge	Company personnel, or personnel of a service provider acting on our behalf, who provide onboarding, support, and account management to Pro customers, as described in Section 4.7.
Conversation History	The Inputs and Outputs stored in your Account.
Inputs	Everything you submit to the Service, including messages, voice input, prompts, clarifications, instructions about what iXo may or may not use, corrections, files, documents, and Ratings.
Life Map	The view of the areas of your life that the Service builds from your Memory. It shows how much context the Service has about each area; it is not an assessment or rating of your life.
Memory	The information that the Service records from, and derives from, your Account to provide context across conversations, namely the facts you have stated (recorded in your own words together with their source), your Life Map, your About Me portrait, your goals and steps, hypotheses, summaries, indexes, and the numerical representations of text (embeddings) that enable the Service to search your Account.
Model Improvement	Using content to train, fine-tune, evaluate, or otherwise improve artificial intelligence models, as further described in Section 5.6.
Outputs	Content that the Service generates and returns to you in response to your Inputs, including text, voice responses, analyses, hypotheses, plans, goals, steps, your Life Map and About Me portrait, and files. Outputs do not include the Service itself, our models, or our software.
Plan	The Free Plan, the Plus Plan, the Pro Plan, or any other plan or access tier that we make available, as described in Section 11 and the Plans Table.
Plans Table	The table of Plans, prices, and Quota in Appendix A, as updated in the Service from time to time in accordance with these Terms.
Pro Agreement	A separate written agreement between you and the Company for the Pro Plan.
Promo Code	A code that grants access to a Plan, a discount on a paid Plan, or Promo Quota, as described in Section 13.
Quota	The limit on use of the AI Features included in your Plan, as described in Section 11.
Ratings	Your responses to requests for feedback on an Output (for example, whether an Output was helpful), including any accompanying comments.

Term	Meaning
Third-Party AI Providers	The third parties whose AI models are used to provide the AI Features.
Usage Data	Technical and usage information about your interaction with the Service that does not include the substance of your Inputs or Outputs, such as sign-in events, feature usage, Quota consumption, performance metrics, and error logs. Usage Data does not include Ratings.
Your Content	Your Inputs and your Outputs, together.

3. Eligibility; Your Account

- 3.1 **Registration.** To use the Service, you must create an Account by registering with your email address and a password (or another sign-in method that we make available) and confirming your email address. During registration, you must confirm that you meet the eligibility requirements in Section 3.2 and accept these Terms.
- 3.2 **Eligibility.** To use the Service, you must: (a) be at least 18 years old; (b) be able to form a binding contract with us; (c) be legally permitted to access and use the Service in your country or jurisdiction; (d) not be a person with whom U.S. persons are prohibited from dealing under applicable sanctions laws (see Section 21); and (e) not have had a previous IXo account terminated for violation of these Terms. The Service is not directed to children, and we do not knowingly allow anyone under 18 to use it. If we reasonably believe that you are under 18, we may suspend or close your Account.
- 3.3 **Account security.** You must: (a) keep your password and other sign-in credentials confidential and not share them with anyone, including family members or colleagues; (b) use any additional security features we make available; and (c) notify us promptly at support@ixo.chat if you believe your credentials or Account have been compromised. You are responsible for activity that occurs through your Account, except to the extent caused by our failure to meet our own security obligations.
- 3.4 **One person, one Account.** Your Account is personal to you and may not be transferred, sold, or shared. Each person may have only one Account. You may not create or use more than one Account, including to obtain additional Quota, another Free Plan, or additional promotional benefits, or to circumvent any limit.
- 3.5 **Accuracy of information.** You agree to provide accurate information when we ask for it in connection with your Account or a purchase, and to keep it current.
- 3.6 **Where the Service is available.** We may make the Service, or certain Plans, features, or offers, available only in certain countries or regions, and we may restrict registration from other locations.

4. What IXo Is, and What It Is Not

- 4.1 **What IXo does.** IXo is an AI-based navigator that helps you work through a situation you want to change and choose a next step. You describe your situation in your own words, by text or by voice. IXo may ask clarifying questions, consider related areas of your life that you have not mentioned, suggest hypotheses about what may be behind your situation, and suggest a small next step. Depending on your Plan and the features available to you, the Service may also: (a) record facts that you state, in your own words together with their source, and use them as context in later conversations; (b) organize that context into your Life Map and a short About Me portrait; (c) help

you turn intentions into goals with stages and suggest steps toward them; (d) analyze documents that you upload, within the file types and size limits shown in the Service; (e) search your Conversation History; and (f) look up information on the web. You can view, correct, and delete the facts recorded in your Memory. The Service is currently available in English. We may add other languages.

- 4.2 **You interact with an AI.** When Ixo communicates with you, you are interacting with an artificial intelligence system, not with a human being. Ixo identifies itself as Ixo. It is built on AI models provided by Third-Party AI Providers, as described in Section 6.4. Messages from the Concierge or from our support personnel are identified as coming from a person.
- 4.3 **Informational Outputs only; no professional advice.** Outputs are informational working materials intended to help you think through your situation. An Output is not a decision, an instruction, an official opinion, or a certification. Hypotheses are working assumptions based on what you have shared; they are not findings or diagnoses. The Service does not provide, and Outputs are not, legal advice, medical advice, diagnosis, or treatment, mental health care or therapy, or investment, financial, tax, accounting, banking, or insurance advice or recommendations. If you mention a health condition (for example, "depression" or "burnout"), Ixo records it as something you said and does not confirm or make a diagnosis. This remains true even if you ask Ixo about your money, health, relationships, legal rights, or a contract. No attorney-client, physician-patient, therapist-client, fiduciary, or other professional relationship is created between you and the Company, Ixo, or the Concierge. You should consult a qualified professional before acting on any matter that requires professional judgment.
- 4.4 **Not for emergencies.** The Service is not designed to respond to emergencies or crises. Although Ixo may display crisis resources when it detects certain content, no one monitors the Service for emergencies, and you should not rely on it to obtain help. If you are thinking about harming yourself or others, or if you or someone else is in danger, call your local emergency number or contact a local crisis line (in the United States, call 911, or call or text 988 to reach the Suicide & Crisis Lifeline).
- 4.5 **Ixo does not act for you.** Ixo does not execute transactions, make payments, transfer funds or assets, sign documents, submit filings, book services, send communications to third parties on your behalf, or take any other legally significant action for you. You decide whether and how to use any Output, and you are solely responsible for your decisions and actions.
- 4.6 **Support.** If you contact us for support, our support personnel may view the relevant parts of your Account, including your Inputs and Outputs, when needed to help you or to resolve the issue you raise, as described in our Privacy Policy.
- 4.7 **Concierge (Pro Plan only).** If you are on the Pro Plan, a Concierge may help you get started, answer questions about using the Service, and address technical and account matters, as described in your Pro Agreement. The Concierge does not perform work for you, does not review Outputs for accuracy, and does not provide professional advice of any kind. When needed to help you, the Concierge may view the relevant parts of your Account, including your Inputs and Outputs, as described in our Privacy Policy and your Pro Agreement.
- 4.8 **No guaranteed outcomes.** The Service does not guarantee, and the Company makes no promise regarding, any particular result, including the preservation of capital, the outcome of any negotiation or dispute, any health outcome, any change in your circumstances, or any legal result.

5. Your Content

- 5.1 **Your Inputs.** As between you and the Company, you retain all rights you have in your Inputs.
- 5.2 **Your Outputs.** As between you and the Company, and to the extent permitted by applicable law, you own your Outputs, and the Company hereby assigns to you all of its right, title, and interest, if

any, in and to your Outputs. You may use your Outputs for any lawful purpose, subject to these Terms.

- 5.3 **Limits on Outputs.** Because of how AI systems work: (a) Outputs may not be unique, and other users may receive similar content, which is not owned by or assigned to you; (b) Outputs may not be protected by copyright or other intellectual property rights, and we do not represent that they are; and (c) Outputs may contain material that is subject to the rights of third parties. You are responsible for evaluating whether your use of an Output complies with applicable law and respects the rights of others.
- 5.4 **License to the Company.** You grant the Company a worldwide, non-exclusive, royalty-free license, for the duration described in Section 5.8, to host, store, copy, process, transmit (including to Third-Party AI Providers and our other service providers), index, create embeddings and other derived data from, display to you, and otherwise use Your Content solely to: (a) provide, maintain, and support the Service for you, including operating your Memory, Life Map, and About Me portrait; (b) secure the Service, prevent and investigate fraud, abuse, and violations of these Terms, and operate our safety systems; (c) comply with applicable law and legal process and enforce these Terms; and (d) carry out Model Improvement if, and only for as long as, you have opted in under Section 5.6, and thereafter retain and use models already trained, and datasets already created, as described in Section 5.6 and our Privacy Policy. We may sublicense these rights only to our service providers acting on our behalf and under obligations consistent with these Terms and our Privacy Policy.
- 5.5 We do not use Your Content for Model Improvement by default. Unless you opt in under Section 5.6, we will not use the content of your Inputs or Outputs, including your Ratings, for Model Improvement. We may use Usage Data to operate, maintain, analyze, and improve the Service (for example, to measure performance, fix errors, and understand which features are used), but we do not use Usage Data to train or fine-tune models.
- 5.6 **Model Improvement (opt-in).** We may ask whether you would like to help improve iXo. If you opt in by giving your express consent in the Service (your "Model Improvement Consent"), we may use Your Content, including your Ratings and the conversations to which they relate, to train, fine-tune, evaluate, and otherwise improve the models and tools that power the Service, which may include review of selected content by authorized personnel, as described in our Privacy Policy. Your decision not to opt in, or to withdraw your consent, will not affect your access to the Service.
- 5.7 **Ratings.** Without Model Improvement Consent, we use your Ratings only to personalize future Outputs for you (Ratings are stored in your Account and may be reflected in your Memory) and to compile aggregate statistics about the quality of the Service (for example, the share of Outputs rated helpful) that do not include the content of your conversations.
- 5.8 **Duration of the license; retention and deletion.** The license in Section 5.4 lasts for as long as we retain Your Content. We retain Your Content until you delete it or delete your Account, as described in our Privacy Policy. You can correct and delete individual facts in your Memory. When you delete your Account, Your Content is deleted from our active systems, except that: (a) copies may remain in our backups for a limited period, as described in our Privacy Policy, until they are overwritten in the ordinary course; and (b) we may retain de-identified transaction records, and information that we must retain by law or need to retain for security, fraud prevention, or the establishment or defense of legal claims.
- 5.9 **Your responsibilities for Inputs.** You represent and warrant that: (a) you have all rights, licenses, consents, and permissions needed to submit your Inputs and to grant the license in Section 5.4; (b) your Inputs and your use of the Service do not violate applicable law, any confidentiality or other obligation you owe to others, or these Terms; and (c) where your Inputs include information about other people (for example, a partner, family member, colleague, or the other side of a negotiation),

you are permitted to share that information with us for the purposes of the Service. Do not submit information about other people that you are not permitted to share, and do not submit sensitive information about other people (such as their health information) unless you are legally permitted to do so. Do not submit personal information of children except to the extent strictly necessary for your conversation.

- 5.10 **Setting limits on what IXo uses.** You can tell IXo what it may and may not use, and you can correct or delete facts in your Memory. IXo is designed to follow those instructions and to use only facts you have stated, rather than its own guesses, as facts in your Memory, but, like any AI system, it may not always do so perfectly. If you do not want certain information to be stored in your Account, do not submit it, or delete it as described in Section 5.8.
- 5.11 **Feedback.** If you give us suggestions, ideas, or other feedback about the Service ("Feedback"), we may use that Feedback without restriction or obligation to you. Feedback does not include Your Content, which remains subject to Sections 5.1 to 5.8. Ratings are governed by Sections 5.6 and 5.7.

6. Acceptable Use

- 6.1 **General.** You may use the Service only for lawful purposes and in accordance with these Terms. You are responsible for your conduct and Your Content.
- 6.2 **Prohibited conduct.** You may not use the Service to, or attempt to:
- (a) violate any applicable law or regulation, or facilitate or encourage anyone else to do so;
 - (b) create, upload, or seek content that sexually exploits or endangers minors; we report apparent child sexual exploitation material to the National Center for Missing & Exploited Children and other competent authorities as required by applicable law;
 - (c) plan, promote, or facilitate violence, terrorism, self-harm, or harm to others, or obtain meaningful assistance in developing weapons capable of mass casualties;
 - (d) harass, threaten, intimidate, defame, or discriminate unlawfully against any person;
 - (e) engage in fraud, deception, impersonation, or the creation of fake documents, identities, or evidence;
 - (f) infringe, misappropriate, or violate any intellectual property, privacy, publicity, or other right of any person;
 - (g) track, profile, or surveil any individual without authorization, or compile information about any individual in violation of law;
 - (h) make, or materially support, decisions about another person's eligibility for or access to credit, employment, housing, insurance, education, healthcare, legal services, or government benefits, or other decisions that produce legal or similarly significant effects on another person, without meaningful human review and compliance with all applicable laws (including anti-discrimination and consumer reporting laws);
 - (i) use an Output in the practice of a regulated profession (for example, law, medicine, psychotherapy, accounting, or investment advice) as a substitute for your own professional judgment, or represent to anyone that an Output was prepared or reviewed by a licensed professional when it was not; or
 - (j) represent that an Output was created by a human where that representation would be misleading or unlawful.
- 6.3 **AI-specific restrictions.** You may not, and may not allow or assist anyone else to:

- (a) bypass, disable, or interfere with any safety system, content filter, Quota, usage limit, access control, or other protective measure, including through "jailbreaking," prompt injection, or adversarial inputs;
- (b) extract or attempt to extract model weights, system instructions, training data, or other non-public components of the Service, or probe the Service to reconstruct its underlying models;
- (c) use the Service or any Output to develop, train, or improve any artificial intelligence model or service that competes with the Service, including through distillation;
- (d) access the Service through automated means (including scripts, bots, or scraping), except through an interface we expressly provide for that purpose;
- (e) reverse engineer, decompile, or disassemble the Service or any of its software, except to the extent that applicable law expressly permits this despite this restriction;
- (f) access, or attempt to access, another user's Account, or share your sign-in credentials;
- (g) create or use multiple Accounts, share or transfer access to your Account, or otherwise act to obtain additional Quota or promotional benefits or to circumvent any limit;
- (h) resell, sublicense, or otherwise provide any third party with access to the Service, or to any AI model through the Service; or
- (i) interfere with or disrupt the integrity, security, or performance of the Service, including by uploading malware or imposing an unreasonable load on our infrastructure.

6.4 **Third-Party AI Providers.** The Service uses AI models provided by Third-Party AI Providers, and we may change the models and providers we use at any time (see Section 11.8). The usage rules in Section 6 reflect the requirements that Third-Party AI Providers apply to the use of their models, and you agree to use the AI Features only in accordance with them. If a Third-Party AI Provider requires it, we may adopt additional usage rules for the AI Features, which we will make available to you in the Service. Outputs are generated by AI, may be inaccurate or incomplete, and are not professional advice (see Sections 4.3 and 7).

6.5 **Monitoring and enforcement.** To protect users, the Service, and others, we may use automated systems and authorized human reviewers to detect and investigate potential violations of these Terms and to operate our safety systems, as described in our Privacy Policy.

7. Output Limitations and Your Responsibility

7.1 **Outputs can be wrong.** IxO uses probabilistic AI models. Outputs may be inaccurate, incomplete, outdated, or misleading. IxO may state incorrect facts with confidence, make connections that do not exist, overlook facts, mishear or mistranscribe voice input, or misread the materials you provide. The quality of an Output depends heavily on the completeness and accuracy of your Inputs.

7.2 **Outputs change over time.** We update our models, tools, and the Service regularly, and we may replace the AI models we use. As a result, the same Input may produce different Outputs at different times, and the character and quality of Outputs may change. We do not maintain fixed or "frozen" versions of the Service or its models.

7.3 **Your responsibility.** You must evaluate every Output for accuracy and suitability before relying on it, including by checking it against original sources and, where appropriate, by consulting a qualified professional. You must not rely on an Output as your sole basis for any decision that could significantly affect your health, safety, finances, legal rights or obligations, or those of anyone else.

7.4 **Outputs about people.** Outputs may describe or characterize real people, including people you mention in your Inputs. Such Outputs reflect only the information you provided and the limitations of

the models, and may be inaccurate. Do not use them to make decisions about those people without independent verification.

- 7.5 **Web content and documents.** When the Service looks up information on the web or processes documents you upload, that content comes from third parties and has not been verified by us. The Service treats such content as unverified, but we are not responsible for its accuracy, legality, or availability.

8. The Company's Intellectual Property; Mobile Apps

- 8.1 **Ownership.** The Company and its licensors own all right, title, and interest in and to the Service, including our models, model weights, software, system instructions, tools, interfaces, documentation, and the structure of the Memory system, and all related intellectual property rights. Except for the rights expressly granted in these Terms, we reserve all rights. Nothing in these Terms transfers ownership of the Service to you.
- 8.2 **Your license to use the Service.** Subject to your compliance with these Terms, we grant you a limited, personal, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service, within the limits of your Plan, for your own personal use (or, under a Pro Agreement, for the purposes stated in that agreement).
- 8.3 **Open-source software.** Some software components of the Service are licensed under open-source licenses. To the extent required by those licenses, their terms govern your use of those components and prevail over these Terms.
- 8.4 **Mobile apps.** If you download our mobile application from the Apple App Store or Google Play (each, an "App Store"), you acknowledge that these Terms are between you and the Company only, and not with the operator of the App Store, and that the Company, not the App Store operator, is responsible for the application and its content. Your use of the application must also comply with the App Store's applicable terms of service. If you downloaded the application from the Apple App Store: (a) Apple has no obligation to provide any maintenance or support for the application; (b) to the maximum extent permitted by law, Apple has no warranty obligation with respect to the application, and, if the application fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) of the application to you; (c) Apple is not responsible for addressing any claims by you or any third party relating to the application, including product liability claims, claims that the application fails to conform to any legal or regulatory requirement, and claims arising under consumer protection or similar legislation; (d) Apple is not responsible for the investigation, defense, settlement, or discharge of any third-party claim that the application infringes that third party's intellectual property rights; and (e) Apple and its subsidiaries are third-party beneficiaries of these Terms and, upon your acceptance of these Terms, Apple will have the right to enforce these Terms against you as a third-party beneficiary.

9. Third-Party Services

- 9.1 **Service providers and third-party content.** We use third-party service providers to host and operate the Service, as described in our Privacy Policy. The Service may also contain links to, or make available, content or services provided by third parties. We do not control and are not responsible for third-party websites, content, or services that we do not provide, and your use of them may be subject to their own terms and privacy policies.
- 9.2 **No third-party connections without your permission.** The Service does not connect to your email, messaging, calendar, cloud storage, or other external accounts or systems. If we offer such a connection in the future, it will be available only if you enable it separately, for the purpose described when you enable it, and may be subject to Additional Terms.

- 9.3 **Marketing and partner activities.** Marketing, promotional, referral, and partner activities relating to iXo, including the distribution of Promo Codes, may be conducted by independent third parties, such as contractors, influencers, and partners, and are not necessarily conducted directly by the Company. Those third parties are not authorized to modify these Terms or to make any representation or commitment on behalf of the Company regarding the Service that is inconsistent with these Terms.

10. Scope of the Service; Changes; Availability

- 10.1 **Scope of the Service.** The Service consists of the features that are made available to you in the Service under your Plan at the time you use it. Features, products, or Plans that we have announced, described as planned, or offered only to other users are not part of your Plan until we make them available to you. We may introduce new features, products, and Plans, which may be subject to Additional Terms or to separate fees that we will disclose before you are charged.
- 10.2 **Changes to the Service.** We may add, modify, suspend, or remove features, functionality, models, or tools, including in ways that change how iXo works or the Outputs it produces. If a change materially reduces the core functionality of your paid Plan, we will notify you at least 30 days in advance (or, where the change is required by law, for security reasons, or because a Third-Party AI Provider has ended or restricted access to a model, as soon as reasonably practicable), and you may cancel your Plan before the change takes effect.
- 10.3 **Experimental features.** Some features may be identified as beta or experimental. Experimental features may be less reliable than the rest of the Service and may be changed or withdrawn at any time.
- 10.4 **Availability.** We do not guarantee that the Service will be available at any particular time or without interruption. We may suspend access for maintenance, security, or operational reasons. Unless a Pro Agreement provides otherwise, we do not provide a service level commitment.
- 10.5 **Discontinuation.** We may discontinue the Service at any time. If we do so for reasons other than a legal requirement, a security risk, or your breach of these Terms, we will use commercially reasonable efforts to give you at least 30 days' notice, to provide, on request made during that period, a copy of your Outputs in a commonly used format, and to refund any prepaid fees for the portion of a paid Billing Period after the Service ends.
- 10.6 **Keep your own copies.** You are responsible for keeping copies of any Outputs you want to retain. Although we retain Your Content as described in Section 5.8 and our Privacy Policy, the Service is not a backup or archiving service, and we do not guarantee that Your Content will remain available.

11. Plans, Quota, and Fair Use

- 11.1 **Plans.** We currently offer the following Plans: (a) the Free Plan; (b) the Plus Plan, a paid monthly subscription; and (c) the Pro Plan, which is available only under a Pro Agreement. The features and price of each Plan are described in the Plans Table and in the Service, and the current Quota of each Plan is shown in the Service. We may also grant access to a Plan, or Promo Quota, through a Promo Code (see Section 13). One Free Plan is available per person.
- 11.2 **Quota.** Each Plan includes a limit on use of the AI Features (the "Quota"). The current Quota for each Plan is shown in the Service. The terms of the Pro Plan, including its Quota, are set out in the Pro Agreement.
- 11.3 **Nature of the Quota.** The Quota is solely a measure of permitted use of the Service. It is not money, currency, property, or stored value, has no monetary value, and cannot be exchanged or redeemed for cash, except where required by law. The Quota is tied to your Account. It may not be

sold, transferred, shared with others, or combined with another Account. You may not create or use multiple Accounts to obtain additional Quota or to circumvent limits.

- 11.4 **Renewal; no rollover.** Your Quota renews at the start of each Billing Period; for the Free Plan, this is each monthly period shown in the Service. Unused Quota expires at the end of each Billing Period and does not roll over to the next. If you close or delete your Account, any remaining Quota is cancelled. Subscription fees are not refunded for unused Quota or for the remainder of a Billing Period, except where required by law.
- 11.5 **How Quota is consumed.** Different features and types of requests consume Quota at different rates. We determine those rates based on the resources needed to process them. Longer or more complex conversations and requests generally consume more Quota. Requests that fail with an error may not be counted, but processing performed before an error or cancellation may be counted. We measure Quota consumption, and our records are final, except in the case of a manifest error that you report to us. Your remaining Quota is shown in the Service.
- 11.6 **When your Quota runs out.** When your Quota is used up, the features that consume Quota are unavailable until your Quota renews or you move to a higher Plan. Your Conversation History and Memory remain available to view. There are no automatic charges for use beyond your Quota.
- 11.7 **Promo Quota.** We may, in our discretion, grant additional promotional or bonus Quota ("Promo Quota"). Unless otherwise stated when it is granted, Promo Quota has no monetary value, is subject to this Section 11, and expires on the date stated. If no date is stated, it expires at the end of the Billing Period in which it was granted. We determine the order in which Promo Quota and Plan Quota are consumed.
- 11.8 **Changes to models and Quota.** We may change the AI models we use, the rates at which features consume Quota, and the amount of Quota included in each Plan. We will notify you of material changes at least 30 days in advance by email or in the Service. If you do not agree with a change, you may cancel your Plan before the change takes effect. If a change is required by law, for security reasons, or because a Third-Party AI Provider has ended or restricted access to a model, we may make it on shorter notice; in that case, we will, where possible, provide a comparable replacement and notify you as soon as reasonably practicable.
- 11.9 **Fair use; suspension.** The Service is intended for personal use only. We may set reasonable rate limits and other technical limits. We may limit, suspend, or terminate access to the features that consume Quota if we reasonably believe that you are violating this Section 11 or these Terms, including through automated access, use of multiple Accounts, sharing of access, resale, or other abuse. Where practicable, we will notify you first, explain the reason, and give you an opportunity to respond at support@ixo.chat. We may act without prior notice where necessary to prevent fraud, security threats, violations of law, or harm to the Service or others. Your rights with respect to payments in such cases are governed by Section 12.

12. Paid Plans: Billing, Automatic Renewal, Cancellation, and Refunds

- 12.1 **Seller.** All paid Plans are sold by ATOM Club Services, LLC. The Company's name appears at checkout, on receipts, and on your payment statement.
- 12.2 **Plus Plan.** The Plus Plan costs US \$100 per month, plus any applicable taxes, and is billed monthly in advance. Before you purchase, we show you the price, the Billing Period, the Quota included, and how to cancel, and we ask for your express consent to these terms.
- 12.3 **AUTOMATIC RENEWAL.** THE PLUS PLAN RENEWS AUTOMATICALLY AT THE END OF EACH BILLING PERIOD FOR ANOTHER MONTHLY BILLING PERIOD AT THE THEN-CURRENT PRICE, UNTIL YOU CANCEL. BY PURCHASING THE PLUS PLAN, YOU AUTHORIZE US AND

OUR PAYMENT PROCESSOR TO CHARGE YOUR PAYMENT METHOD AT THE START OF EACH BILLING PERIOD UNTIL YOU CANCEL.

- 12.4 **How to cancel.** You can cancel the Plus Plan at any time online, in your Account settings. Cancellation takes effect at the end of the current Billing Period; you keep access to the Plus Plan until then, and you will not be charged again. We will confirm your cancellation by email. If you purchased the Plus Plan through an App Store, you must cancel it through that App Store.
- 12.5 **Receipts and reminders.** We send a receipt by email for each charge. Where required by applicable law, we will also send you a reminder before a renewal or a price change.
- 12.6 **Price changes.** We may change the price of the Plus Plan. We will notify you at least 30 days before a price change applies to you. The new price applies from the first Billing Period that starts after the notice period ends. If you do not agree, you may cancel before the new price takes effect.
- 12.7 **Refunds.** Except where required by applicable law or expressly stated in these Terms or in our Refund and Cancellation Policy, payments are non-refundable, including for unused Quota, partial Billing Periods, and periods after you delete your Account. Nothing in these Terms limits any refund or withdrawal rights you have under mandatory consumer protection law.
- 12.8 **Right of withdrawal (EEA, UK, and Switzerland).** If you are a consumer residing in the European Economic Area, the United Kingdom, or Switzerland, you may withdraw from a purchase of the Plus Plan made on our website within 14 days after the purchase, without giving any reason, by notifying us at support@ixo.chat. When you purchase the Plus Plan, you ask us to start providing it immediately. If you withdraw, we will refund the amount you paid, minus an amount proportionate to the part of the Billing Period that had passed before you notified us, within 14 days after we receive your notice, using the same payment method. Purchases made through an App Store are subject to that App Store's withdrawal and refund rules.
- 12.9 **Failed payments and chargebacks.** If a payment fails, we may retry the charge and may suspend access to your paid Plan until payment is made; if payment is not made, your Account will move to the Free Plan. A failed payment does not delete your Account or Your Content. If you dispute a charge with your bank or card issuer, we may suspend access to your paid Plan while the dispute is resolved. Refunds and chargebacks are reflected in your Plan and Quota.
- 12.10 **Taxes.** Prices do not include taxes unless stated otherwise. You are responsible for any applicable sales, use, value-added, or similar taxes, which we will show at checkout where we are required to collect them.
- 12.11 **Payment processors and App Stores.** We may offer different payment methods. Payments made on our website are processed by third-party payment processors, and your payment information is subject to their terms and privacy policies. Purchases made through an App Store are subject to that App Store's payment, cancellation, and refund terms.
- 12.12 **Changing Plans.** If you move from the Free Plan to the Plus Plan, your Free Plan ends and any unused Free Plan Quota does not carry over. If you move from the Plus Plan to the Pro Plan, your Plus Plan is cancelled without further charges in accordance with your Pro Agreement. When a paid Plan ends, your Account moves to the Free Plan, and Your Content is retained in accordance with Section 5.8.
- 12.13 **Pro Plan.** The Pro Plan is available on application only, except for promotional access granted through a Promo Code under Section 13. To apply, you submit a request form in the Service or on our website. If we accept your application, the Pro Plan is provided under a Pro Agreement and paid by invoice through bank transfer to ATOM Club Services, LLC. The price, term, Quota, Concierge services, payment, renewal, and refund terms of the Pro Plan are set out in the Pro Agreement. The Pro Plan is not purchased through an automatically renewing online subscription.

13. Promo Codes and Partner Programs

- 13.1 **Promo Codes.** We may issue Promo Codes, including through partners that distribute them under marketing programs. A Promo Code grants access to a Plan, a discount on a paid Plan, or Promo Quota for the period, and on the terms, stated in the Service when you redeem or activate the Promo Code. Statements made in messages that accompany a Promo Code do not change those terms. If a Promo Code grants access to the Pro Plan, you receive only the features and Quota stated for that Promo Code; Concierge services and other terms of a Pro Agreement apply only if you and the Company sign one. If a Promo Code grants a discount, we show you the discounted price, the number of discounted payments, and the regular price before you purchase; after the last discounted payment, the Plus Plan renews at the regular price until you cancel.
- 13.2 **Redemption.** You can redeem a Promo Code on our website, in the Rewards section. The reward then appears among your available rewards, and the access, discount, or Promo Quota it grants starts when you activate it. A reward that is not activated by the date stated expires. Each Account can redeem a Promo Code only once, a Promo Code can be redeemed only up to the limit set for it, and the access it grants is tied to that Account. Promo Codes cannot be sold, transferred, or exchanged for cash, and they expire on the date stated. We may refuse to honor, or revoke, a Promo Code that has expired, been revoked, been obtained or used in violation of these Terms, or been distributed without our authorization, and we may block attempts to guess or test Promo Codes. The effect of revocation on access already granted is as stated when the Promo Code was redeemed or activated.
- 13.3 **When promotional access ends.** When access granted through a Promo Code ends, your Account moves to the Free Plan (or you may purchase a paid Plan), and Your Content is retained in accordance with Section 5.8. Redeeming a Promo Code does not pause or cancel a paid subscription you already have.
- 13.4 **Partners.** Partners that distribute Promo Codes are independent third parties. Each partner decides who is eligible to receive Promo Codes under its own program and is solely responsible for that program. We may also issue Promo Codes directly, including through our sales team, at our discretion and without any obligation to do so. We do not accept cryptocurrency or other digital assets as payment for the Service.

14. Confidentiality

- 14.1 **How we treat Your Content.** We treat Your Content as confidential. We limit access to Your Content to personnel and service providers (including Third-Party AI Providers) who need it for the purposes described in Section 5.4 and our Privacy Policy (and, for Model Improvement, only with your Model Improvement Consent), and who are bound by confidentiality obligations. We disclose Your Content to others only as described in our Privacy Policy.
- 14.2 **No privilege.** Your communications with IXo, with our support personnel, and with the Concierge are not protected by attorney-client, physician-patient, psychotherapist-patient, or any similar legal privilege. Information you share through the Service may be subject to disclosure under legal process as described in our Privacy Policy.

15. Suspension and Termination

- 15.1 **By you.** You may stop using the Service at any time. You can delete your Account at any time in your Account settings. Deleting your Account is permanent and cannot be undone: your access ends immediately, any remaining Quota is cancelled, and Your Content is deleted as described in Section 5.8. As part of the deletion process, you can request a copy of your data before your Account is deleted. Deleting your Account does not entitle you to a refund of any fees paid, except

where required by law. If you purchased a Plan through an App Store, you must also cancel it through that App Store.

- 15.2 **By us.** We may suspend or terminate your access to all or part of the Service: (a) if we reasonably believe you have violated these Terms or applicable law; (b) if necessary to prevent harm to you, other users, the Company, or others, or to protect the security or integrity of the Service; (c) if required by law or at the request of a government authority; (d) if your Account has been inactive for 12 months, after giving you at least 30 days' notice; or (e) if we discontinue the Service under Section 10.5. Where reasonably practicable and lawful, we will tell you the reason for a suspension or termination and give you an opportunity to respond.
- 15.3 **Effect.** When your access ends, your license under Section 8.2 ends and you must stop using the Service. Our handling of Your Content after your access ends is described in Section 5.8 and our Privacy Policy. After your Account is closed or terminated, we will not add Your Content to any new Model Improvement dataset, even if you had given Model Improvement Consent. Sections 3.3 (as to activity before termination), 4.3 to 4.8, 5 (except that no new Model Improvement Consent may be given), 6.5, 7, 8.1, 11.3, 12 (as to amounts owed and refunds), 14, 15.3, and 16 through 25 survive termination, together with any other provision that by its nature should survive.

16. Disclaimers

- 16.1 THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING THIRD-PARTY AI PROVIDERS) DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.
- 16.2 WITHOUT LIMITING SECTION 16.1, WE DO NOT WARRANT THAT: (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE; (B) ANY OUTPUT WILL BE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR SUITABLE FOR ANY PURPOSE; (C) THE SERVICE WILL FOLLOW YOUR INSTRUCTIONS ABOUT WHAT IT MAY USE; (D) ANY PARTICULAR AI MODEL OR FEATURE WILL REMAIN AVAILABLE; OR (E) YOUR CONTENT WILL NOT BE LOST. YOU USE OUTPUTS AT YOUR OWN RISK.
- 16.3 The disclaimers in this Section 16 apply to the fullest extent permitted by applicable law and do not apply to the extent prohibited by the law of the country, state, or province in which you reside. Where applicable law does not permit a warranty to be excluded, that warranty is limited to the minimum scope and duration permitted by that law.
- 16.4 **Consumers in the EEA, the UK, and Switzerland.** If you reside in the European Economic Area, the United Kingdom, or Switzerland, nothing in these Terms excludes or limits your statutory rights as a consumer that cannot be excluded or limited by contract, including rights relating to the conformity of digital content or digital services.

17. Limitation of Liability

- 17.1 TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE COMPANY NOR ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS (INCLUDING THIRD-PARTY AI PROVIDERS) WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, SAVINGS, BUSINESS OPPORTUNITY, GOODWILL, OR DATA, ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, OR ANY OUTPUT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND INCLUDING ANY DAMAGES

ARISING FROM ANY DECISION OR ACTION YOU OR ANYONE ELSE TAKES IN RELIANCE ON AN OUTPUT.

- 17.2 TO THE FULLEST EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO US FOR THE SERVICE DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE LIABILITY, AND (B) ONE HUNDRED U.S. DOLLARS (US \$100).
- 17.3 THE LIMITATIONS IN THIS SECTION 17 APPLY TO ALL THEORIES OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND STATUTE. THEY DO NOT LIMIT LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW, SUCH AS LIABILITY FOR FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT WHERE APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATION. THE LIMITATIONS IN THIS SECTION 17 DO NOT APPLY TO THE EXTENT PROHIBITED BY THE LAW OF THE COUNTRY, STATE, OR PROVINCE IN WHICH YOU RESIDE.
- 17.4 You acknowledge that the prices of our Plans, and the availability of a Free Plan, reflect the disclaimers and limitations in Sections 16 and 17, and that those disclaimers and limitations reflect a reasonable allocation of risk between you and the Company.

18. Indemnification

- 18.1 To the extent permitted by applicable law, you will defend, indemnify, and hold harmless the Company and its affiliates, and their respective officers, directors, employees, and agents, from and against any third-party claims, and related losses, liabilities, damages, costs, and reasonable attorneys' fees, to the extent arising out of: (a) your breach of Section 5.9 (including any claim that you were not permitted to submit information about another person) or Section 6; or (b) your use of Outputs in violation of these Terms or applicable law. You have no obligation under this Section 18 to the extent a claim arises from the Company's own breach of these Terms, negligence, or willful misconduct.
- 18.2 We will promptly notify you of any claim for which we seek indemnification, allow you to control the defense (except that we may participate with counsel of our choosing at our own expense), and reasonably cooperate with you. You may not settle any claim in a manner that imposes an obligation on us or admits fault on our behalf without our prior written consent.
- 18.3 **Consumers in the EEA, the UK, and Switzerland.** If you reside in the European Economic Area, the United Kingdom, or Switzerland, this Section 18 applies to you only to the extent permitted by the mandatory consumer protection law of your country of residence.

19. Dispute Resolution; Binding Arbitration; Class Action Waiver

- 19.1 **Informal resolution first.** Before starting any arbitration or court proceeding, you and the Company each agree to try to resolve any dispute informally. The party raising the dispute must send a written notice describing the dispute, the relief sought, and the sender's contact information (to the Company at support@ixo.chat, or to you at the email address associated with your Account). If the dispute is not resolved within 60 days after the notice is received, either party may begin a proceeding as provided below. At the request of either party, the parties will hold an individual telephone or video conference to discuss the dispute in good faith during that period. Any applicable limitations period is tolled during this informal resolution process.
- 19.2 **Agreement to arbitrate.** Except as provided in Section 19.3 and Section 19.11, you and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms, the Service, or any Output, including disputes about the scope, enforceability, or arbitrability of this

Section 19 (a "Dispute"), will be resolved by final and binding individual arbitration, and not in court. The arbitrator, and not any court, has exclusive authority to resolve any dispute about the interpretation, applicability, or enforceability of this Section 19, except that a court has exclusive authority to decide disputes about Section 19.5 (Class Action Waiver) and Section 19.6 (Mass Arbitration).

- 19.3 **Exceptions.** Either party may: (a) bring an individual claim in small claims court, if the claim qualifies and remains there; and (b) seek injunctive or other equitable relief in court to stop the actual or threatened infringement, misappropriation, or violation of its intellectual property rights. Nothing in this Section 19 prevents you from bringing an issue to the attention of a federal, state, or local government agency.
- 19.4 **Arbitration rules and procedure.** The arbitration will be administered by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules, where applicable, in effect when the arbitration is filed, as modified by this Section 19. The arbitration will be conducted by a single arbitrator. Unless the parties agree otherwise, any hearing will take place by videoconference or, if an in-person hearing is required, in the county or equivalent locality where you reside. The arbitrator may award the same individual relief that a court could award, applying the law described in Section 20, but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The Company will pay the filing, administration, and arbitrator fees that exceed any fee you would have paid to file a claim in court, except where the arbitrator determines that your claim was frivolous or brought for an improper purpose. Judgment on the award may be entered in any court of competent jurisdiction.
- 19.5 **Class action waiver.** YOU AND THE COMPANY EACH AGREE THAT DISPUTES WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.
- 19.6 **Mass arbitration.** If 25 or more demands for arbitration that are substantially similar are filed against the Company, or by the Company, by or with the assistance of the same or coordinated counsel, the AAA Mass Arbitration Supplementary Rules will apply to those demands, and the parties will cooperate in good faith with the administrator to resolve them efficiently, including through any process arbitrator, batching, or bellwether procedures available under those rules.
- 19.7 **Public injunctive relief.** Nothing in this Section 19 waives any right you may have under applicable law to seek public injunctive relief. Any claim for public injunctive relief will be severed, stayed pending the completion of the individual arbitration, and decided by a court under Section 19.9.
- 19.8 **30-day right to opt out.** You may opt out of this agreement to arbitrate by sending written notice to support@ixo.chat within 30 days after you first accept these Terms. Your notice must include your name, the email address associated with your Account, and a clear statement that you wish to opt out of arbitration. If you opt out, Section 20 and Section 19.9 will govern Disputes, and the remainder of these Terms will continue to apply to you. Opting out does not affect any earlier or separate arbitration agreement between you and the Company.
- 19.9 **Court proceedings; jury waiver.** Any Dispute that is not subject to arbitration, including if you opt out under Section 19.8, will be brought exclusively in the state or federal courts located in the State of Delaware, and you and the Company consent to personal jurisdiction and venue in those courts; however, if you are a consumer and applicable law entitles you to bring a claim in the courts where you reside, you may do so. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND THE COMPANY EACH WAIVE THE RIGHT TO A JURY TRIAL.
- 19.10 **Changes to this Section 19.** If we make a material change to this Section 19, we will give you at least 30 days' notice. The change will not apply to any Dispute of which the Company had written notice before the change took effect. If you do not agree to the change, you may reject it by notifying

us at support@ixo.chat within that 30-day period, in which case the version of this Section 19 in effect immediately before the change will continue to apply to you.

- 19.11 **Consumers in the EEA, the UK, and Switzerland.** If you reside in the European Economic Area, the United Kingdom, or Switzerland, Sections 19.2 through 19.10 do not apply to you. You may bring any Dispute before the courts of your country of residence or any other court that has jurisdiction under applicable law, and you may use any alternative dispute resolution procedure available to you under applicable law. Section 19.1 continues to apply, except to the extent it would restrict any right you have under applicable law to bring proceedings.

20. Governing Law

- 20.1 These Terms, and any Dispute, are governed by the Federal Arbitration Act with respect to Section 19 and otherwise by the laws of the State of Delaware, without regard to its conflict of laws rules. This choice of law does not deprive you of the protection of any mandatory consumer protection law of the country, state, or province in which you reside that cannot be waived by contract.

21. Export Controls and Sanctions

- 21.1 You may use the Service only in compliance with U.S. export control and economic sanctions laws. You represent that you are not: (a) located in, or ordinarily resident in, a country or region subject to comprehensive U.S. sanctions; (b) identified on, or owned or controlled by a person identified on, any U.S. government list of restricted or prohibited parties, including the Specially Designated Nationals and Blocked Persons List; or (c) otherwise prohibited from receiving the Service under applicable law. You may not export, re-export, or transfer access to the Service or any part of it in violation of these laws.

22. Changes to These Terms

- 22.1 The Company may amend, modify, supplement, or otherwise update these Terms from time to time, including to reflect changes to the Service, our Plans, our business, or applicable law, or to address security or safety risks. We will post the updated Terms in the Service and on our website and update the Effective Date. If a change materially and adversely affects your rights or obligations, we will notify you at least 30 days before it takes effect, by email or through the Service, unless the change is required sooner by law or is necessary to address a security or safety risk, in which case we will notify you as soon as reasonably practicable. Other changes take effect when posted. Changes to Quota and AI models are also governed by Section 11.8, price changes by Section 12.6, and changes to Section 19 by Section 19.10.
- 22.2 If you continue to use the Service after an update takes effect, you accept the updated Terms. We may also ask you to accept updated Terms in the Service before you continue to use it, and we record that acceptance. If you do not agree with an update, you must stop using the Service, and you may cancel your Plan and delete your Account under Sections 12.4 and 15.1. Where required by law, or where a change expands the ways in which we use Your Content (including any change to our Model Improvement practices), we will ask for your express agreement rather than relying on your continued use.

23. Electronic Communications and Notifications

- 23.1 **Electronic communications.** You consent to receive agreements, notices, disclosures, receipts, and other communications from us electronically, by email to the address associated with your Account or through the Service, and agree that such electronic communications satisfy any legal requirement that they be in writing. You may withdraw this consent by deleting your Account.

- 23.2 **Reminders and notifications.** The Service may send you reminders and notifications about your goals and steps by email and push notification. These are turned on by default. You can turn them off at any time in your Account settings, and you can unsubscribe from emails using the link in each email. You cannot opt out of service messages, such as receipts, security alerts, and notices about these Terms or your Plan, while you have an Account. We send marketing communications in accordance with applicable law, including any consent requirements that apply to you.
- 23.3 **Notices to the Company.** Legal notices to the Company must be sent to support@ixo.chat.

24. General

- 24.1 **Entire agreement.** These Terms, together with any Additional Terms and, if applicable, your Pro Agreement, are the entire agreement between you and the Company regarding the Service and supersede any prior agreements or understandings regarding the Service.
- 24.2 **Assignment.** You may not assign or transfer these Terms or your Account without our prior written consent. We may assign these Terms, without your consent, to an affiliate or in connection with a merger, acquisition, reorganization, or sale of all or substantially all of the assets or business to which these Terms relate, provided that the assignee assumes our obligations under these Terms.
- 24.3 **Severability.** If any provision of these Terms is held invalid or unenforceable, it will be enforced to the maximum extent permissible and the remaining provisions will remain in full force and effect, except as provided in Section 19.5.
- 24.4 **No waiver.** Our failure to enforce any provision of these Terms is not a waiver of our right to do so later.
- 24.5 **Force majeure.** We are not liable for any delay or failure to perform caused by events beyond our reasonable control, including natural disasters, pandemics, war, terrorism, labor disputes, government action, failures of the internet or of third-party infrastructure (including the unavailability of a Third-Party AI Provider), or cyberattacks that could not reasonably have been prevented.
- 24.6 **Relationship; no third-party beneficiaries.** You and the Company are independent parties. These Terms do not create any partnership, joint venture, employment, agency, or fiduciary relationship, and, except as stated in Section 8.4, they do not confer any rights on any third party.
- 24.7 **Language.** These Terms are written in English. If we provide a translation, the English version controls to the extent of any conflict.
- 24.8 **Interpretation.** Headings are for convenience only. The words "including" and "for example" mean "including without limitation."

25. Contact Us

- 25.1 Questions about these Terms may be sent to ATOM Club Services, LLC at support@ixo.chat. Support requests may be sent to support@ixo.chat. The Company's registered office is located at 16192 Coastal Highway, Lewes, Delaware 19958, County of Sussex.

Appendix A. Plans Table

The table below describes our Plans as of the Effective Date. The current Plans Table is also shown in the Service.

Plan	Price	Billing Period	Quota and features
Free	US \$0	Monthly period shown in the Service	Quota as shown in the Service for each period. AI Features as available in the Service. One Free Plan per person.
Plus	US \$100 per month, plus applicable taxes; renews automatically until cancelled	Monthly, from the date of first payment	Quota as shown in the Service for each Billing Period. AI Features as available in the Service.
Pro	As set out in the Pro Agreement; paid by invoice and bank transfer	As set out in the Pro Agreement	Quota and services, including Concierge, as set out in the Pro Agreement. Available on application only.
Promo	Granted through a Promo Code	As stated for the Promo Code	Plan, discount, or Promo Quota as stated when the Promo Code is redeemed or activated.