

TERMS OF SERVICE — SECTION: FEES, SUBSCRIPTIONS AND BILLING, DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

FEES, SUBSCRIPTIONS AND BILLING TERMS

1. Subscription Plans and Fees

By selecting a paid tier of the Service (a "Subscription Plan"), you agree to pay IQBID Helios Limited (the "Company") the recurring monthly or annual fees indicated for that Subscription Plan. All transactions for US users are processed by third-party providers of the Company's payment infrastructure, including Payment Systems. You authorize the Company and its payment systems to charge all applicable fees from the payment method you specify, including any taxes and transaction processing fees.

2. PRE-PAID ACCESS ONLY.

The Service operates strictly on a one-time, pre-paid basis. You purchase a specific volume of credits, prompts, or execution limits ("Credit Packs") for a designated timeframe. There are no recurring charges, subscription commitments, or automatic renewals. Once your purchased Credit Pack is exhausted, your access to advanced features will be suspended until you execute a new individual transaction. ALL PURCHASES ARE STRICTLY FINAL AND NON-REFUNDABLE."

3. Immediate Consumption of Digital Services

The Service provided constitutes the immediate provision of digital content, automated processing, and real-time access to aggregated third-party Artificial Intelligence (AI) models. By executing a transaction, you explicitly request and agree that the functional access to the Service, including your allocated prompt limits and token capacities, shall be delivered to your account immediately upon successful payment authorization.

4. Strict No-Refund and No-Credit Policy

EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OR REQUIRED BY APPLICABLE LAW, ALL FEES AND CHARGES PAID TO THE COMPANY ARE STRICTLY NON-REFUNDABLE.

No refunds, partial credits, or pro-rated balances will be issued for:

- (a) Partially used subscription periods;
- (b) Unused prompt allocations, credits, or tokens within a billing cycle;
- (c) Your dissatisfaction with the automated stylistic outputs, accuracy, correctness, or temporary "hallucinations" of the aggregated third-party AI models;
- (d) Temporary downtime of individual third-party AI models (e.g., OpenAI, Google) that are beyond the Company's direct infrastructure control.

5. Usage-Based Limits (Tokens and Prompts)

Each Subscription Plan features specific quantitative usage limits (e.g., specific number of queries, processed files, or API tokens). Any unused allocations or balances at the conclusion of a monthly or annual billing period are strictly forfeited, do not roll over to the next billing cycle, possess zero cash value, and are completely non-redeemable for fiat currency, cryptocurrency, or credits.

6. Fraud Prevention and Chargeback Policy

The Company utilizes automated fraud detection mechanisms in conjunction with "Payment Processors". If you initiate an unauthorized or fraudulent chargeback, payment dispute, or reversal through your credit card issuer or bank for services already delivered, the Company reserves the absolute right to:

- (a) Immediately and permanently terminate your User Account and block your access to all infrastructure without prior notice;
- (b) Forfeit any remaining balances or content stored within your account; and
- (c) Report the fraudulent activity to global payment merchant networks and credit reporting agencies.

You agree to contact our billing support team at billing@iqbid.ai to resolve any billing discrepancies or errors before initiating any formal bank disputes.

GOVERNING LAW AND DISPUTE RESOLUTION (ARBITRATION AGREEMENT)

1. Mandatory Binding Individual Arbitration

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

You and IQBID Helios Limited (the "Company") agree that any dispute, claim, or controversy arising out of or relating to these Terms of Service, the Service, the breach, termination, enforcement, interpretation, or validity thereof, or the use of the Service (collectively, "Disputes") shall be resolved **EXCLUSIVELY BY BINDING, INDIVIDUAL ARBITRATION**, rather than in a court of general jurisdiction.

You and the Company explicitly waive the right to a trial by jury or to participate in a class action lawsuit.

2. Informal Dispute Resolution Required

Before initiating any formal arbitration proceedings, you and the Company agree to attempt to resolve the Dispute informally.

(a) To initiate this process, you must send a detailed written notice of your claim (a "Dispute Notice") to our legal department via email at legal@iqbid.ai.

(b) The Dispute Notice must contain your full name, registered email address, a description of the nature and basis of the claim, and the specific relief sought.

(c) You and the Company agree to negotiate in good faith to resolve the Dispute for a period of sixty (60) calendar days following receipt of the Dispute Notice. If the Dispute is not resolved within this sixty (60) day period, either party may proceed to file for formal arbitration.

3. Arbitration Rules and Forum

The arbitration shall be administered and conducted by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules and/or Commercial Arbitration Rules, as applicable (the "AAA Rules"), except as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org.

The arbitration proceedings shall be conducted entirely in the English language. Unless otherwise agreed between the parties, the arbitration shall take place remotely via

teleconference or video conference, or based solely on written submissions, to minimize costs for both parties.

4. Arbitrator's Authority and Decisions

The arbitration shall be presided over by a single, neutral arbitrator appointed in accordance with AAA rules. The arbitrator shall have the exclusive authority to resolve all disputes regarding the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, including any claim that all or any part of these Terms is void or voidable.

The arbitrator's decision and award shall be final, binding, and non-appealable, and judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction thereof. The arbitrator may award declaratory or injunctive relief 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.

5. CLASS ACTION AND JURY TRIAL WAIVER

YOU AND THE COMPANY EXPLICITLY AGREE THAT EACH PARTY 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, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.

Further, unless both you and the Company agree otherwise in writing, 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.

6. Allocation of Arbitration Costs and Fees

Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. For any individual, non-frivolous claim that does not exceed \$10,000 (USD), the Company agrees to pay its share of the AAA administrative fees, provided that you comply with the Informal Dispute Resolution procedure outlined in Section 2. Each party shall bear its own attorneys' fees and legal expenses unless the arbitrator determines that either the substance of the claim or the relief sought was frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

7. Opt-Out Procedure

You have the right to opt out of this Arbitration Agreement and the Class Action Waiver. To do so, you must send a clear, written opt-out notice via email to legal@iqbid.ai within thirty (30) calendar days from the date you first register your User Account or access the Service.

Your opt-out email must include:

- (a) Your full legal name;**
- (b) Your registered account email address; and**
- (c) A unequivocal statement that you decline this Arbitration Agreement.**

If you opt out in compliance with this procedure, all other sections of these Terms of Service will continue to apply to you, and Disputes will be resolved in accordance with Section 8 below.

8. Governing Law and Venue for Non-Arbitrable Disputes

Except as otherwise required by applicable consumer protection laws, these Terms of Service, the Service, and any Disputes shall be governed by, and construed in accordance with, the laws of the Republic of Seychelles, without regard to its conflict of law principles.

In the event that this Arbitration Agreement is found to be unenforceable or if you successfully opt out under Section 7, you and the Company agree that any legal proceedings shall be brought exclusively in the competent courts located in Victoria, Mahé, Republic of Seychelles, and both parties hereby consent to the personal jurisdiction and venue of such courts.

Версия #3

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