

AXION TERMS AND CONDITIONS

Effective date: 17 August 2026

1. Scope, the Service Provider and the AxionAI App

1.1. Scope of these Terms

These Terms and Conditions (the "Terms") govern the use of the artificial-intelligence-based digital platform known as the AxionAI App and the services made available through it, as well as the contractual relationship established between the Service Provider and the User.

These Terms apply to those Axion services offered by the Service Provider within the European Union and the European Economic Area (EEA).

For the purposes of these Terms, the EEA means the Member States of the European Union, together with Iceland, Liechtenstein and Norway.

The technical accessibility of the Platform from a territory outside the European Union and the EEA does not, in itself, mean that the Service Provider offers Axion services in that country or territory.

The Service Provider may, subject to applicable law, determine and modify the countries and territories in which Axion or any of its services are available.

1.2. The Service Provider

The provider of the Axion services and the contracting party to the agreement entered into under these Terms is:

Name: Patrik Miklós Leiter, sole proprietor

Registered office: 4090 Polgár Hunyadi utca 3.

Registration number: 62674771

Tax number: 92281868-1-29

Registering authority: National Tax and Customs Administration of Hungary (NAV)

Email: support@axionaiapp.com

Website: axionaiapp.com

(the "Service Provider").

Axion is not a separate legal entity or a separate contracting party. It is the designation of the digital platform operated by the Service Provider and the related services.

Any agreement entered into under these Terms is concluded directly between the Service Provider and the User.

1.3. Axion

"Axion" means the artificial-intelligence-based digital platform and service environment operated by the Service Provider (the "Platform"), which coordinates proprietary software

components, various artificial intelligence models, digital tools, integrations, external technology services and other systems to enable the performance of digital tasks, workflows and actions and the creation of digital results.

Depending on the functionality available from time to time, Axion may provide, among other things, communication, research, analysis, content-generation, document- and data-management, programming, software-development, automation and other AI-assisted functionality.

For the performance of certain tasks, Axion may select, use and coordinate multiple artificial intelligence models, software tools or other services.

In providing certain Axion functionality, the Service Provider may use artificial intelligence models, infrastructure, software, APIs, integrations and other technology services provided by third parties.

Additional provisions of these Terms and applicable related policies may impose further conditions on particular Axion functionality, content provided by the User, results created, Actions performed by the Platform and connections with third-party services.

1.4. Users

"User" means any natural person, legal person or other entity having legal capacity that uses Axion services under these Terms.

"Consumer" means a User who qualifies as a consumer under applicable law and who, when using Axion, acts outside their trade, business or profession.

"Business User" means a User who uses Axion in connection with their trade, business, commercial or professional activities.

Unless expressly stated otherwise, these Terms apply to both Consumers and Business Users.

Where a provision applies exclusively to Consumers or exclusively to Business Users, these Terms expressly state this.

Consumers shall in all cases retain the rights arising from mandatory provisions of applicable law from which the parties may not contractually derogate to the detriment of the Consumer.

1.5. Use on behalf of an organisation

Where a person uses Axion on behalf of or for the benefit of a business, legal person or other organisation, that person represents and warrants that they have the authority required to do so and, where applicable, to accept these Terms on behalf of that organisation.

Where reasonably justified, the Service Provider may request appropriate evidence of authority to represent or use the service on behalf of an organisation where this is necessary for the contractual relationship, Platform security, prevention of abuse or compliance with a legal obligation.

1.6. Related legal documents

Certain aspects of the use of Axion are governed, in addition to these Terms, by separate policies, terms and notices.

Information on Axion's processing of personal data, including the purposes and legal bases of processing, recipients of data, retention, any international transfers and the data-protection rights available to Users, is provided in the [Privacy Policy](#). The Privacy Policy is an informational document and does not, by itself, form part of these Terms.

Information on the use of cookies and similar technologies is provided in the [Cookie Notice](#).

Detailed rules governing permitted, restricted and prohibited uses of Axion are set out in the [Acceptable Use Policy](#) (the "AUP"). The AUP forms part of these Terms. A breach of the AUP may constitute a breach of these Terms.

Further information concerning the operation of Axion's artificial intelligence functionality, the use of AI, the nature of Output and applicable transparency requirements is provided in the AI Transparency Notice. Unless expressly stated otherwise, the AI Transparency Notice does not form part of these Terms.

The contractual rules governing units of use applied within Axion, including in particular Axion Coin, and their purchase, use and, where applicable, refund, are set out in the relevant provisions of these Terms. Current prices, Coin packages and payment options may be described further on Axion's checkout, pricing or other appropriate information interfaces.

Further information on the general security measures used by Axion may be provided in the Security & Trust, while information on provenance marking and verification of certain digital results created or materially modified by Axion may be provided in the [Axion Provenance](#).

2. User Account, Registration and Access

2.1. Eligibility to Use Axion

To use Axion, the User must be at least 18 years of age.

Axion services are not offered to persons under 18 years of age.

By registering for and using Axion, the User represents that they satisfy the age requirement set out in this Section and are legally entitled to enter into the agreement governed by these Terms.

2.2. Registration and Authentication

Use of some or all Axion services requires the creation of a user account (the "Axion Account").

At the launch of Axion, registration and authenticated access to the Account are provided through the OAuth-based authentication system made available by Google.

Accordingly, to use an Axion Account, the User must have a Google account capable of being used with the authentication process implemented by Axion.

The Google account is a third-party account separate from the Axion Account. Google does not become a party to the agreement between the User and the Service Provider under these Terms.

The categories of personal data accessed, received or otherwise processed by Axion in connection with Google OAuth, and the related processing of such data, are described in the Privacy Policy.

The Service Provider may make additional registration or authentication methods available in the future.

2.3. Account Owner

"Account Owner" means the User in whose name the Axion Account is created and who or which is the contracting party in the contractual relationship with the Service Provider in respect of that Axion Account.

The nature of the Google account used for the Axion Account, or the domain of its email address, does not in itself determine whether the Account Owner qualifies as a Consumer or a Business User.

2.4. Shared Account Use

The Service Provider does not prohibit, in itself, the use of an Axion Account by more than one person; however, such use does not constitute a separately supported multi-user, team or permission-management feature of Axion.

The Account Owner is responsible for deciding whether to grant another person access to the Axion Account and for ensuring that any such person is authorised to use the Account and complies with these Terms and the AUP when using Axion.

The Account Owner must take into account that use of the Account by another person may provide that person with access to content, Artifacts, the Axion Coin balance, previous conversations, projects, Connected Accounts, Connected Services or other functionality accessible through the Account.

Unless an expressly different feature is provided, the Service Provider does not provide person-specific permission management within a jointly used Axion Account and is not required to determine or verify the internal allocation of permissions among individual persons using the Account. Shared Account use does not confer any right to make the Axion Account or access to it publicly available, to resell or rent such access without authorisation, or to commercially provide it onward as a standalone service.

The Service Provider may manage usage, units of use and balances associated with an Axion Account, including Axion Coin, at Account level. Accordingly, a chargeable action or an action involving the use of Axion Coin performed by another person with access to the Account may reduce the balance associated with that same Account.

To the extent permitted by applicable law, the Account Owner is responsible for the activities within the Axion Account of other persons whom the Account Owner has authorised to use it. This Section does not permit the sharing or use of third-party authentication credentials in a manner that breaches the terms of the relevant third-party service.

2.5. Security of Access

The Account Owner, and any person to whom the Account Owner has granted access, must take reasonable measures to prevent unauthorised access to the Axion Account and to the Google account used to authenticate access to it.

The User must notify the Service Provider without undue delay if the User becomes aware of, or reasonably suspects, unauthorised access to the Axion Account, compromise of the Account or misuse of the Account.

The User is not responsible for unauthorised Account activity to the extent that such activity is not attributable to the conduct of the User or a person authorised by the User, or to a breach of an obligation under these Terms.

2.6. Connected Accounts and Connected Services

Certain Axion functionality may allow the User to connect to Axion an account, application, data source, software product or other service provided by a third party, or to grant Axion specified permissions to interact with such services.

For the purposes of these Terms, these are referred to as "Connected Accounts" and "Connected Services".

Connected Accounts and Connected Services may include, in particular, third-party communication, document-management, development, data-storage, productivity or other digital services, as well as systems accessible through integrations or protocols supported by Axion.

The User may connect a Connected Account or Connected Service to Axion only if the User is authorised to use the relevant account or service and to grant the permissions provided to Axion.

The User is responsible for ensuring that the access authorised by the User does not infringe the rights of any third party, the applicable terms of the Connected Service or applicable law.

2.7. Connected Accounts Where an Axion Account Is Shared

Where an Axion Account is shared, the Account Owner and the person connecting a Connected Account must take into account that other persons with access to the Axion Account may, depending on the functionality made available by Axion, the permissions provided by the Connected Service and Axion's actual technical operation, gain access to functionality or Actions that interact with the Connected Account or Connected Service.

The Account Owner and the person connecting the Connected Account are responsible for assessing and verifying whether a third-party service should be connected to an Axion Account to which access is also provided to other persons, and whether those persons have appropriate authority to use functionality relating to the relevant Connected Account or Connected Service. Unless an expressly different feature is provided, the Service Provider does not provide person-specific permission management within a jointly used Axion Account.

The scope of permissions granted in respect of Connected Accounts, the permissions requested by Axion and the related processing of personal data are described in the relevant integration interface, the Privacy Policy and, where applicable, additional service-specific notices.

2.8. Suspension and Termination of the Account

The detailed conditions governing Account deletion initiated by the User and any restriction, suspension or termination of access that may be applied by the Service Provider are set out in the relevant separate sections of these Terms.

The effects of termination of the Account on the Axion Coin balance, content created or stored by the User, Connected Accounts, and Axion provenance markings and provenance records are likewise governed by the relevant provisions of these Terms and applicable related policies.

3. Use of the Services

3.1. General Conditions of Use

The User may use Axion only in accordance with these Terms, the Acceptable Use Policy, any other applicable contractual terms and applicable law.

Axion is a general-purpose artificial-intelligence-based digital platform. Subject to the limitations set out in these Terms, the Acceptable Use Policy, any specific terms applicable to individual services and applicable law, the Service Provider permits a broad range of lawful uses of the Platform.

The User is responsible for ensuring that their use of Axion, instructions given to Axion, content provided or made accessible by them, and Actions initiated through Axion comply with these Terms and applicable law.

3.2. Acceptable Use Policy

Detailed rules governing permitted, restricted and prohibited uses of Axion are set out in the [Acceptable Use Policy](#) (the “AUP”).

The AUP forms part of these Terms and its provisions are binding on the User.

A breach of the AUP constitutes a breach of these Terms and therefore a breach of contract.

The measures that may be applied in the event of a breach of the AUP—including, in particular, restriction of individual functionality, temporary suspension of access or termination of the agreement—are governed by the relevant provisions of these Terms.

Amendments to the AUP and the communication of such amendments to Users are governed by these Terms and applicable law.

3.3. Unlawful and Abusive Use

The User must not use Axion for or in connection with any unlawful, fraudulent or deceptive purpose or manner, any infringement of another person’s rights, any activity that endangers the security of the Platform or third-party systems, or any purpose or manner prohibited by the AUP.

In particular, the User must not use Axion to carry out or facilitate any activity for which the User does not have the necessary right, permission or authority.

The detailed categories of prohibited and restricted uses are set out in the AUP.

3.4. Actions and Authority

Certain Axion functionality may, at the User’s instruction, perform digital operations, including in particular processing data, creating or modifying files or digital content, interacting with software and Connected Services, or performing other technical operations (an “Action”).

The User may instruct Axion to perform an Action only where the User has the appropriate right and authority to perform that Action themselves or to have it performed on their behalf.

Use of Axion does not, in itself, grant the User any right of access to or control over data, systems, accounts, files, software or other resources that the User would not otherwise possess.

Where an Action affects a third party's system, data, account or other resource, the User is responsible for ensuring that they have the permissions necessary for the Action to be performed.

3.5. Use of Connected Services and Integrations

Where Axion interacts with a Connected Account, Connected Service, integration or other external system, the User must use that connection and any Actions initiated through it solely within the scope of the permissions granted to the User.

The User must not use Axion to circumvent any access restriction, permission system or other technical or contractual limitation applicable to a Connected Service or a third party's system.

Axion may be used as part of business processes, automated workflows and other commercial or professional processes, provided that such use complies with these Terms, the AUP and applicable law.

3.6. Code Execution and Isolated Execution Environments

Certain Axion services—including, in particular, functionality related to software development, programming or automation—may permit program code or other computational tasks to be executed in an isolated or designated execution environment.

Such execution environments may be used only for their intended purpose and in accordance with these Terms and the AUP.

The User must not use an execution environment provided by Axion:

- to carry out an attack against Axion, the Service Provider, its infrastructure or security systems;

- to carry out an attack against any third party's system, infrastructure, account, network or other digital resource;

- to mine cryptocurrency or any other cryptographic asset;

- to create or operate any program, system, infrastructure, automated process or other tool whose purpose or intended function is to carry out a cyberattack or specifically facilitate a cyberattack;

- to circumvent the isolation, access restrictions or other security mechanisms of the execution environment; or

- for resource usage that constitutes abusive use under these Terms or the AUP.

Axion, including its code-execution and workflow functionality, is not a service specifically designed for information-security or penetration testing. This does not, in itself, constitute a general prohibition on lawful information-security-related analysis, education, development or other tasks permitted by the AUP.

3.7. Abusive Use of Resources

The User must not use Axion's computational, network, storage, execution or other technical resources in a manner that unreasonably or disproportionately burdens the Platform, endangers its stability or security, materially interferes with other Users' access to the Services, or is intended to circumvent technical restrictions.

In particular, automated or bulk operations are prohibited where their purpose or reasonably foreseeable direct consequence is to disrupt or overload the Platform or materially restrict the Services available to other Users.

3.8. Security and Technical Controls

The User must not circumvent, disable, modify without authorisation, interfere with, or attempt any of the foregoing in relation to Axion's security, authentication, access-management, permission, moderation, resource-management, rate-limiting, usage-metering, Axion Coin accounting, provenance-marking or other technical protection mechanisms.

In particular, the User must not use any method, software, automation or other technical solution that results in the circumvention of access, usage, security or accounting restrictions established by the Platform.

3.9. Automated Access

Axion may be used as part of automated or programmatic processes where such use complies with these Terms, the AUP, applicable technical limitations and the conditions made available by Axion for the relevant method of access.

The use of scraping, bots, automated queries, programmatic access or other technical methods is prohibited where they circumvent without authorisation Axion's access controls, usage limits, rate limits, Axion Coin accounting or other technical restrictions.

3.10. Protection of Axion Technology

The User must not, without authorisation, obtain, reverse engineer, reconstruct or otherwise discover or disclose Axion's non-public source code, internal systems, proprietary technology, orchestration mechanisms, security systems or other protected technical components, except to the extent that applicable law does not permit such restriction.

This provision does not restrict the User's use of Outputs, files, code or other results lawfully made available to the User by Axion where such use is permitted by these Terms or other applicable terms.

3.11. Protection of the Provenance System

Where Axion associates an Axion Provenance Marking or other cryptographically verifiable provenance record with a file or other digital result, the User must not:

forge the provenance record or its digital authentication;

create, reproduce or manipulate without authorisation a digital signature used by Axion;

misleadingly associate a provenance record with another file or digital result;

represent a file or result as authenticated by Axion where no valid Axion provenance record exists for it; or

circumvent, falsify or deceive the provenance-marking or provenance-verification system.

This provision does not, in itself, restrict the User from modifying an exported file that the User may lawfully use or control. Such modification may, however, affect or eliminate the ability of the modified file version to be successfully verified against the previous Axion provenance record.

Further information on the operation of Axion Provenance Marking and the limitations of its verification is provided in the [Axion Provenance](#).

3.12. Enforcement of Use Restrictions

The Service Provider may apply appropriate technical and contractual measures to detect, prevent, investigate and address breaches of this Chapter or the AUP, in accordance with applicable law, these Terms and the Privacy Policy.

The specific measures available to the Service Provider, the conditions governing them, and the rules applicable to restriction, suspension and termination of access are set out in the relevant separate Chapter of these Terms.

4. Inputs, Outputs, Actions and Artifacts

4.1. User Content and Input

For the purposes of these Terms, “User Content” means any data, information, text, instruction, prompt, document, file, image, program code, dataset or other content that the User provides to Axion, uploads to Axion, makes accessible to Axion, or that Axion accesses through a Connected Account or Connected Service on the basis of the User’s instruction and appropriate authority.

The portion of User Content that the User makes available to Axion, directly or indirectly, for the purpose of performing a task, request, workflow or Action is referred to as “Input”.

The User retains all rights in User Content and Input to which the User is entitled under applicable law.

4.2. Authority Required to Provide Input

The User may provide Axion only with Input and User Content for which the User has the appropriate right, permission or other lawful basis to use and process for that purpose and, where necessary for performance of the service, to transmit to a third-party technology provider.

This obligation applies in particular to content constituting third-party intellectual property, personal data, trade secrets, confidential information, source code, corporate documents and data originating from Connected Accounts or Connected Services.

Use of Axion does not, in itself, grant the User any right to use or process content that the User would not otherwise possess.

4.3. Permission Required to Process Input

By using Axion, the User grants the Service Provider a limited permission, to the extent necessary to provide the service, to store, reproduce, technically transform and process User Content and Input and, where necessary to provide the service requested by the User, to make them accessible to appropriate technology providers involved in the operation of Axion.

This permission may be exercised only to the extent necessary, in particular:

- to fulfil the User’s request and instructions;

- to create an Output or Artifact;

- to perform an Action or workflow;

- to interact with a Connected Account or Connected Service as authorised by the User;

- to operate, maintain and address technical errors in the service;

- to protect the security and integrity of the Platform and to detect and address abuse; or

- to comply with legal obligations applicable to the Service Provider.

Processing of personal data is in all cases governed by the Privacy Policy and applicable data-protection law.

4.4. Model Training and Model Development

The Service Provider does not use the User's Input, Output or Artifact to train its own generative artificial-intelligence models unless the User separately authorises such use through a future optional programme or feature expressly intended for that purpose.

If the Service Provider introduces an optional programme or feature in the future that permits User Content to be used for model-development purposes, the User will receive separate information about its terms, and such use will be subject to an appropriate separate choice or consent where required by applicable law or the legal basis for the processing.

Information concerning processing by third-party technology and artificial-intelligence providers involved in the operation of Axion, including their data-retention and data-use conditions, is provided in the Privacy Policy and, where applicable, additional service-specific notices.

4.5. Output

"Output" means any textual, visual, programming, structured or other digital result generated by Axion at the User's request or as the result of an Axion workflow.

As between the User and the Service Provider, and to the extent permitted by applicable law, the Service Provider does not retain an exclusive right against the User in Output and assigns to the User any transferable intellectual-property rights in the Output that are held by or arise in the Service Provider.

This provision does not guarantee that any Output is, in itself, protected by copyright or another exclusive intellectual-property right, or that any exclusive right in the Output arises at all.

This provision does not transfer any right that the Service Provider does not possess and does not affect any rights of third parties in the Output or any element of it.

4.6. Artifact

"Artifact" means a separately manageable digital result created or materially modified by Axion, including in particular a document, spreadsheet, presentation, image, program code, source-code file, software project, application or other exportable or independently usable digital result.

As between the User and the Service Provider, the legal principles applicable to Outputs apply correspondingly to Artifacts, unless these Terms, an applicable open-source licence, a third-party licence or another specific condition provides otherwise.

4.7. Non-Exclusive Nature of Outputs and Artifacts

Because of the nature of artificial-intelligence systems, different Users may receive identical, substantially identical or similar Outputs or Artifacts in response to identical or similar Inputs.

The rights granted to the User under these Terms do not extend to Outputs or Artifacts independently created for other Users.

The Service Provider does not guarantee that any Output or Artifact is unique, exclusive or subject to intellectual-property protection that enables the User to assert exclusive rights against third parties.

4.8. Third-Party Content and Licences

An Output or Artifact may contain elements, components, libraries, dependencies or other content that are subject to third-party rights or separate licence terms.

Such elements remain subject to the applicable third-party licence or other legal terms.

These Terms do not modify or override any third-party right or licence term that the Service Provider is not entitled to modify.

4.9. Software Created by Axion and the MIT License

Where Axion creates a new application, software project or other standalone software source code for the User, the Service Provider grants the User broad rights of use under the MIT License in respect of any rights in the generated source code that are held by or arise in the Service Provider and, to the extent permitted by applicable law, applies the assignment described in Section 4.5.

The MIT License applies only to elements for which the Service Provider is entitled to grant such a licence and does not apply to any third-party component or other element subject to its own or different licence terms.

In particular, application of the MIT License does not:

- change the ownership or licence status of pre-existing source code provided by the User to Axion;

- change the original licence of an existing project modified by Axion; the ability to license code generated or inserted by Axion into an existing project may also be limited by the applicable licences of that project and the components used in it;

- override the licence of any third-party library, dependency, framework, source code or other component;

- make the User's own pre-existing proprietary code open source; or

- extend to the Axion Platform's own source code, infrastructure, orchestration technology, security systems or other proprietary technology components.

Where a generated software project contains elements subject to different licences, the appropriate licence terms applicable to each element continue to apply.

4.10. Axion Proprietary Technology

The rights granted to the User in relation to an Output or Artifact under these Terms do not transfer ownership of, or any other intellectual-property right in, the Axion Platform, its source code, infrastructure, orchestration system, algorithms, security mechanisms, usage-metering system, provenance-marking and digital-signature infrastructure, trademarks, brand elements or other proprietary technology.

The use of any Axion technology in creating an Output or Artifact does not, in itself, transfer any right in the underlying Axion technology.

4.11. Inputs and Outputs of Applications Created by Axion

An application, software product or other Artifact created with the assistance of Axion may, when subsequently used independently, receive data, instructions or other content from its own users and may generate its own results.

For the purposes of these Terms, data or instructions subsequently provided to such an independently operating application ("Application Input") do not become Axion Input or User Content merely because the application was originally created with the assistance of Axion.

Likewise, a result generated during the independent operation of such an application ("Application Output") does not become Axion Output merely because the application was created using Axion.

However, where the application continues, during its operation, to directly use any Axion service, API, integration or other functionality provided by Axion, the terms applicable to the relevant Axion service apply correspondingly to that use.

The subsequent operator of an application created with the assistance of Axion is responsible for the legal relationship with the application's own users and, as required by applicable law, for compliance with contractual, data-protection, consumer-protection and other legal obligations relating to the handling of Application Inputs and Application Outputs. Data processing, content generation or other operations performed during the subsequent independent operation of such an application do not, in themselves, constitute operations performed by the Service Provider merely because the application's source code or any part of it was created by Axion.

4.12. Content Resulting from Actions

An Action is not, in itself, an Output or Artifact.

However, where an Action results in the creation of new digital content, a file, document, code or other result, that result may, depending on its nature, constitute an Output or Artifact.

The provisions of Chapter 3 of these Terms apply to the permissions and authority required to perform Actions.

4.13. Provenance Marking and the Nature of Axion's Contribution

Axion creates a cryptographically verifiable provenance marking or provenance record for each version of an Artifact that Axion creates or materially modifies as an Artifact. This system does not apply to files that Axion only reads but does not create or modify, including in particular PDF files processed by Axion solely for reading.

Axion Provenance Marking identifies Axion's role in the creation of the relevant Artifact version.

Accordingly, depending on the contents of the relevant provenance record, the provenance marking may indicate, in particular, that the Artifact was created by Axion, edited by Axion, modified by Axion, or that Axion performed another specified operation on it.

The presence of Axion Provenance Marking does not necessarily mean that the entire contents of the Artifact were created by Axion.

Where Axion materially modifies an Artifact provided by the User or otherwise already in existence, the provenance marking associated with the new version may identify Axion's role in the modification or editing without representing that the original content was created by Axion.

Separate provenance records may be associated with successive versions of an Artifact and, where supported by the relevant functionality, may be linked to form a verifiable revision chain.

4.14. Separation of the Artifact and Provenance

Any ownership, right of use or other entitlement held by the User in relation to an Artifact does not extend to Axion's cryptographic keys, digital-signature infrastructure, provenance-authentication system or other proprietary security technology.

The User's right to modify an Artifact does not confer any right to falsify an Axion provenance record, digital signature or other authentication data associated with the Artifact.

Further provisions concerning the use and protection of the provenance system are set out in Chapter 3 of these Terms and in the [Axion Provenance](#).

5. AI-Generated Results, Accuracy and User Review

5.1. Characteristics Arising from the Use of Artificial Intelligence

Axion is a general-purpose digital platform based on artificial intelligence. Axion does not rely exclusively on a single artificial-intelligence model: depending on the task and the functionality available, it may use and coordinate different artificial-intelligence models, data sources, search and retrieval solutions, software tools, code execution, Connected Services and other technical components.

The Service Provider seeks to improve the operation of Axion and the accuracy, relevance, safety and reliability of the results it produces.

However, due to the nature of artificial intelligence and of the models, data sources, search systems, software tools and third-party services used by Axion, Outputs and other results may be erroneous, inaccurate, incomplete, outdated, misleading or otherwise unsuitable.

An Output may also contain information that appears genuine, factual or adequately supported but is in fact inaccurate, non-existent or insufficiently supported.

5.2. Orchestration and Use of Multiple Sources

In performing certain tasks, Axion may use and coordinate multiple artificial-intelligence models, tools, data sources, verification steps or other technical components.

Such orchestration, use of multiple models or sources, retrieval, search, repeated processing or other verification mechanisms may reduce the likelihood of certain errors or improve the quality of a result, but do not guarantee the accuracy, completeness, currency, uniqueness or fitness for any particular purpose of an Output or other result.

The User must not regard information as verified solely because Axion produced it using multiple models, sources or processing steps.

5.3. User Review

The User must review any Output, Artifact or other result produced by Axion to an extent appropriate to its nature, intended use and the reasonably foreseeable consequences of an error, particularly before relying on it for a material decision, external communication, publication, technical operation or other significant use.

The appropriate level of review depends on the circumstances of the particular use.

Uses involving greater financial, legal, health, security, technical or other significant consequences may require more extensive review than simple, low-risk uses.

This provision must not be interpreted as generally transferring to the User the Service Provider's own obligations or liability under applicable law.

5.4. Outputs Concerning Professional Matters

Because Axion is general-purpose, an Output may contain legal, financial, tax, health, technical, information-security or other professional information or analysis.

The existence of such Output does not, in itself, mean that Axion constitutes a professional, advisory, diagnostic or regulated decision-making service designed or authorised for the relevant field.

The accuracy, completeness, currency or applicability to the particular circumstances of the User of professional information provided by Axion is not guaranteed.

Where, having regard to applicable law, the nature of the relevant professional field or the potential consequences of a decision, the involvement of an appropriately qualified or

licensed professional is appropriate or required, use of Axion does not replace the involvement of such professional.

5.5. Health-Related Use

The general-purpose Axion service governed by these Terms is not a healthcare service, and the Service Provider does not place it on the market or make it available as a medical device or diagnostic system, unless the Service Provider expressly provides otherwise in relation to a specifically defined future Axion service and the legal requirements applicable to that service are satisfied.

Information created by Axion on a health or medical topic may be incorrect, incomplete, outdated or inapplicable to the specific circumstances of a particular person.

Such Output does not replace examination, diagnosis, treatment or professional advice by an appropriate healthcare professional.

For non-professional users in particular, it is not recommended to base a healthcare decision solely on health-related Axion Output where that decision may affect a person's health, treatment, use of medication or another material health interest.

5.6. Legal, Financial, Tax and Other Regulated Fields

Axion Output concerning legal, financial, tax, investment or other regulated matters may constitute information or analysis produced by a general-purpose artificial-intelligence system and does not, in itself, guarantee that the result qualifies as appropriate professional advice, an expert opinion or a regulated service.

Before using such information, the User must conduct review appropriate to the significance and risk of the intended use and, where appropriate or required by law, obtain the involvement of a suitable professional.

5.7. Uses Subject to Specific Legal Requirements

The making available of Axion as a general-purpose service does not, in itself, mean that the Service Provider designed, developed or made Axion available for any specific intended purpose subject to special regulatory requirements.

The User must not use Axion for any purpose or in any manner prohibited by the AUP or applicable law.

If the User integrates Axion into a specific environment or use case that is subject to particular requirements under applicable law—including, where relevant, European Union legislation concerning artificial intelligence—the User must identify and comply with the requirements applicable to the User in the role the User assumes in that use case.

This provision does not mean that the Service Provider transfers to the User any of the Service Provider's own obligations under applicable law.

More detailed rules concerning prohibited or restricted uses of artificial intelligence are set out in the AUP and, where applicable, the AI Transparency Notice.

5.8. Significant Decisions Concerning Individuals

The User must not use Axion for automated decision-making concerning natural persons where such use is prohibited by the AUP or applicable law.

Where Axion provides information, rankings, summaries, analyses, recommendations or other results that may be used to prepare a decision concerning a person, such Output must not, by itself, be regarded as a guarantee of the accuracy of information concerning that person or of

the soundness of the decision to be made, and the provision of such information or recommendation does not, in itself, make Axion the maker of the final decision concerning the relevant natural person.

Uses involving legal or other significant effects on individuals may be subject to additional restrictions under the AUP and applicable law.

5.9. Sources, Citations and Research Results

Axion may identify sources, citations, websites, documents or other information sources in certain Outputs.

The presence of a source citation does not, in itself, guarantee that:

the content of the source is accurate or current;

the source fully supports the statement made in the Output;

Axion interpreted the source correctly;

the source is appropriate for the intended use; or

the conclusion drawn in the Output is correct.

For a material decision, research, publication, professional work or another use in which accuracy of information is important, the User should, where appropriate, also verify the original source.

5.10. Current Data and Data from External Systems

Certain Axion functionality may use data originating from internet sources, a Connected Account, a Connected Service, an external API or another third-party system.

The Service Provider does not guarantee that such external data will at all times be complete, accurate, available or current.

The accuracy of a result may be affected in particular by the status of an external service, the frequency with which data is updated, access permissions provided by the User, synchronisation delays, third-party errors or processing by Axion.

5.11. Program Code and Technical Results

Program code, configurations, commands, software projects or other technical results generated or modified by Axion may contain errors, security vulnerabilities, unsuitable dependencies, compatibility issues or unintended behaviour.

The User must conduct review and testing appropriate to the risks associated with the technical result before using it in a live, production or other environment in which errors could have significant consequences.

Use in a system involving greater security, financial, data-protection or operational consequences may require enhanced review.

5.12. Human-in-the-Loop and Confirmation-Required Actions

For certain Actions, Axion may require the User's express confirmation before the Action is performed.

A "Confirmation-Required Action" means an Action that Axion makes subject to the User's express approval before execution.

For a Confirmation-Required Action, Axion displays through the available user interface the relevant information required for approval before execution. This may include, in particular,

the content of a communication prepared for sending, its intended recipient or recipients, or other material parameters of the Action to be performed.

Within Axion's confirmation process, a Confirmation-Required Action will not be performed until the User expressly approves it.

Before approval, the User must review the material information displayed in the confirmation interface that is reasonably capable of verification by the User, including, in particular, the content and recipient of an external communication.

5.13. Limitations of Confirmation

User confirmation is a safety mechanism intended to reduce the risk of unintended or erroneous Actions, but does not guarantee that execution of an Action will be error-free in every case.

Execution of an Action may be affected, among other things, by a malfunction of Axion, a Connected Service, a network connection or another external system.

Approval given by the User must not be interpreted as releasing the Service Provider from liability arising under applicable law for an error occurring within the Service Provider's sphere of responsibility during Axion's execution of the approved Action.

Where the Action actually performed materially differs from the Action presented to the User for approval, the mere fact of approval does not, in itself, constitute the User's authorisation of the different Action.

5.14. Actions Not Requiring Confirmation

Not every technical or informational operation performed by Axion requires separate User confirmation.

Axion may, without separate confirmation, perform internal processing, search, analysis, reading, technical or other operations where, having regard to the operation of the relevant functionality, the authorised access and the risk characteristics of the Action, separate User confirmation is not necessary.

As the Platform develops and in line with security requirements, the Service Provider may determine which Actions are made subject to additional User confirmation.

5.15. Nature of AI-Generated Content

Output created by Axion may be generated by artificial intelligence or created with the involvement of artificial intelligence.

An Output is not to be regarded as a statement, expert opinion or personal position made by a natural person merely because it is presented in natural language or in a form resembling human communication.

Further information on the use of artificial intelligence and the appropriate identification of content created or modified using AI is provided in the AI Transparency Notice and, in the case of Artifacts, in the Axion provenance-marking rules.

6. Third-Party Services, AI Models and Integrations

6.1. Use of Third-Party Technologies

To operate Axion, the Service Provider may use technologies, infrastructure, artificial-intelligence models, search services, data-storage and data-processing solutions, code-execution environments, APIs and other technical services provided by third parties.

For the purposes of these Terms, providers used by the Service Provider to operate Axion in this manner are referred to as “Technology Providers”.

The use of a Technology Provider does not, in itself, alter the fact that the User receives the Axion services from the Service Provider under these Terms.

Where a Technology Provider participates in the operation of Axion through a technical connection, API access or other infrastructure provided by the Service Provider, this does not, in itself, create a direct contractual relationship between the User and the Technology Provider.

6.2. Artificial-Intelligence Models and Orchestration

Axion may use one or more artificial-intelligence models provided by third parties to perform particular tasks.

Depending on the task, required capabilities, availability, performance, security requirements, technical limitations or other relevant circumstances, Axion may select and coordinate different models, tools and Technology Providers.

Within the framework of these Terms and applicable law, the Service Provider may modify or replace the artificial-intelligence models used by Axion, their versions, Technology Providers, technical components and the routing and orchestration solutions applied.

Replacement of a model, model version or Technology Provider does not, in itself, constitute a change to the fundamental contractual nature of Axion where the modification does not alter the essential nature of the Axion service. Unless a particular Axion feature expressly provides otherwise, the User is not entitled to require the continued availability of any particular Technology Provider, model or model version.

6.3. Availability of Technology Providers

The operation and availability of technologies provided by third parties may be partly outside the Service Provider’s control.

An outage or restriction affecting a Technology Provider, modification or discontinuation of its API or model, capacity restrictions, regional availability or another technical change may affect the operation, performance or temporary availability of particular Axion features.

The Service Provider does not guarantee the continuous availability of any particular model, model version or technology service provided by a third party.

Where Axion’s technical architecture and the circumstances reasonably permit, the Service Provider may use an alternative model, provider or technical solution in the event of an outage or change affecting a Technology Provider.

6.4. Data Transmitted to Technology Providers

In operating Axion, performance of the service requested by the User may require all or an appropriate part of User Content, Input or other relevant data to be transmitted to, or otherwise made accessible to, a Technology Provider.

Such transmission or access may take place for the operation of the service, performance of the task or Action requested by the User, security and abuse-prevention purposes, or another lawful purpose specified in the Privacy Policy.

Detailed information on the role of Technology Providers in the processing of personal data, the categories of data concerned, purposes of processing, retention, any international data transfers and applicable data-protection safeguards is provided in the [Privacy Policy](#) and, where applicable, in additional provider or subprocessor information published by the Service Provider.

6.5. Technology Providers and Model Training

The use of data transmitted to Technology Providers for the performance of the service is governed by the relevant service arrangement, the agreement between the Service Provider and the relevant Technology Provider, and applicable data-protection rules.

When selecting and configuring Technology Providers, the Service Provider seeks—within the technical and contractual options available for the relevant service—to use arrangements under which third-party use of User Content transmitted for performance of the service for model-training purposes is restricted or excluded, and which are consistent with the data-processing principles set out in these Terms and the Privacy Policy.

Further information concerning data-retention and model-development terms applied by third-party AI providers is provided in the Privacy Policy and the applicable provider information.

6.6. Axion Output and Underlying Technologies

The fact that an artificial-intelligence model, search system, code-execution environment or other technology of one or more Technology Providers participated in creating an Output does not, in itself, transform that result into a separate service obtained directly by the User from the Technology Provider.

A user-facing result created, processed or assembled through Axion's orchestration process may constitute Axion Output or an Artifact for the purposes of these Terms even where third-party technology participated in its production.

This does not affect any rights that third parties may hold in any element of the Output or Artifact or the licence terms specified in Chapter 4.

6.7. Connected Services

Technology Providers are distinct from third-party services, accounts, applications and systems that the User, at the User's own discretion, connects to Axion through functionality provided for that purpose.

The definitions of Connected Account and Connected Service set out in Chapter 2 apply to such services.

In addition to these Terms, use of a Connected Service may also be subject to that third party's own contractual, usage and privacy terms.

The User is responsible for ensuring that the User has appropriate authority to use the Connected Service and to connect it to Axion.

6.8. Access Permissions

In relation to a Connected Service, Axion may use only technical access that the relevant Connected Service technically permits and for which the necessary access permission or authorisation is available.

Different integrations may provide different access permissions, including, for example, permission to read, create, modify, transmit or delete data.

The User is responsible for checking whether the access permissions authorised by the User are appropriate for the User's intended use.

The provisions of Chapters 3 and 5 of these Terms apply correspondingly to Actions and Confirmation-Required Actions performed by Axion.

6.9. Revocation of Access and Disconnection

Depending on the options provided by the relevant integration, the User may disconnect a Connected Account or Connected Service from Axion or revoke access permissions previously granted to Axion.

Where such access is terminated or revoked, new Actions requiring the revoked permission can no longer be performed on the basis of that access.

Disconnection does not necessarily result in the immediate deletion of all data previously processed lawfully. Further retention and deletion of such data are governed by the Privacy Policy, the User's deletion settings, the technical operation of the service and applicable law.

6.10. Integrations

Axion may enable integration with third-party systems through APIs, protocols, connectors or other technical solutions supported by Axion from time to time.

The Service Provider may determine which integrations, services, protocols or technical connections Axion supports.

The fact that a third-party technology may technically be capable of interoperating with Axion does not, in itself, mean that the relevant integration is an integration officially supported by Axion.

For justified security, data-protection, technical, legal or other reasons, the Service Provider may restrict, suspend or discontinue support for an integration in accordance with applicable law and the provisions of these Terms governing modifications to the service.

6.11. Third-Party Integrations

Where an Axion feature permits use of an integration developed or operated by a third party, that third party may also be responsible for the operation, security, data processing and availability of the integration under its own terms and applicable law.

The Service Provider does not guarantee that an integration operated by a third party will be continuously available, error-free, secure or fit for any particular purpose.

This does not affect any obligations of the Service Provider arising under applicable law in relation to the design, security or operation of integration functionality provided by Axion.

6.12. Changes to External Services

The operation, API, access system, pricing, terms or availability of a Connected Service or another third-party service may change independently of the Service Provider.

Such a change may restrict or prevent the operation of the relevant Axion integration.

The Service Provider does not guarantee that an integration with a third-party service will remain available indefinitely in an unchanged form.

6.13. External Content and Links

Axion Outputs or particular features may contain links to a website, document, code repository, data source, service or other external content operated or provided by a third party.

The display of such a link or external content within Axion does not, in itself, mean that the Service Provider endorses or approves the relevant third party, its service, content or claims, has verified them, or provides any guarantee in relation to them.

The provisions of Chapter 5 concerning accuracy and verification apply correspondingly to external content.

6.14. Information Concerning Technology Providers

To the extent required by applicable law, the Service Provider provides information concerning Technology Providers relevant to the operation of Axion, in particular in the Privacy Policy or through another appropriate information interface.

Information concerning Technology Providers does not, in itself, give the User the right to determine which Technology Provider, model or technical component Axion uses to perform a particular task, unless Axion expressly provides a model- or provider-selection feature.

7. Axion Coin, Payment and Accounting

7.1. Axion Coin

Certain paid Axion services may be used through Axion's internal unit of use and accounting, "Axion Coin" ("Coin").

Coin is a digital unit of use that may be used to access specified functions and computational or other service resources within Axion.

Coin:

is not money or currency;

is not electronic money;

is not a crypto-asset or virtual currency;

is not a financial instrument;

cannot be used to make payments outside Axion;

cannot be exchanged for cash or another currency; and

does not, in itself, represent a monetary claim against the Service Provider equal to its nominal value.

Coin may be used only for services supported by Axion from time to time.

7.2. Purchased Coin

"Purchased Coin" means Coin acquired by the User for consideration.

Purchased Coin is credited to the Coin balance of the relevant Axion Account.

Purchased Coin does not expire.

The Service Provider will not reduce or delete a Purchased Coin balance solely because time has passed or the Account has remained inactive for a particular period.

Refunds of Purchased Coin and the treatment of any remaining Coin balance upon termination of the Account or Axion service are governed by these Terms and applicable mandatory consumer-protection rules.

7.3. Promotional Coin

In certain cases, the Service Provider may provide Coin to the User without consideration by way of a promotion, credit, customer-support measure, campaign or similar basis (“Promotional Coin”).

The Service Provider may apply separate conditions disclosed when the Promotional Coin is granted.

Where Promotional Coin is subject to a specific condition of use or other restriction, the User must be appropriately informed of that condition before acquiring the Coin or when it is granted.

No monetary refund may be requested for Promotional Coin, unless required by applicable law or an express condition undertaken by the Service Provider.

7.4. Shared Account and Coin Balance

Where the Account Owner grants another person access to the Axion Account, persons with access to the Account may use the same Coin balance.

The Account Owner must take into account that Coin-consuming operations performed by another person may reduce the same Coin balance and thereby reduce the amount of Coin subsequently available in the Account.

Where Axion permits another person with access to the Account to initiate a Coin purchase, the person initiating the purchase is responsible for ensuring that they are authorised to use the payment method applied.

The Service Provider is not responsible for internal accounting between the Account Owner and other persons with access to the Account, or for the allocation among them of use of the Coin balance, unless applicable law provides otherwise.

7.5. Use of Coin

The Coin cost of individual Axion functions and tasks may vary.

Coin usage may be affected in particular by:

- the nature and complexity of the task;

- the amount of data or documents processed;

- the artificial-intelligence models and orchestration processes used;

- search or retrieval operations;

- code execution;

- the use of external tools and Technology Providers;

- the computational or other technical resources required to perform the task; and

- other service components associated with the relevant Axion function.

Coin usage need not be identical for tasks that appear to be of the same type where their actual resource requirements or manner of execution differ.

7.6. Transparency of Coin Usage

The Service Provider makes appropriate information concerning the User’s Coin balance and Coin usage accessible to the User.

The User may view the Coin balance and, within the functionality made available, the history of previous Coin deductions and Coin credits through the Profile or another Axion interface provided for that purpose.

The purpose of the Coin usage history is to enable the User to track when and in connection with which use of Axion a Coin deduction or credit occurred.

The Service Provider is not required to disclose its internal cost structure underlying Coin usage, third-party API charges, token costs, routing mechanisms or other business and technical cost data to the User.

7.7. Tasks Involving Significant Coin Usage

Where the estimated Coin usage of a task reaches the significant-usage threshold applied by Axion at the relevant time, Axion informs the User of the expected significant Coin usage before execution and makes continuation subject to User confirmation.

Based on the estimate available, such notice may indicate the expected Coin usage or its significant nature. Actual Coin usage may differ from the estimate depending on the circumstances in which the task is performed.

The Service Provider may determine and modify the Coin-usage threshold above which such confirmation is applied based on the operation of the Platform, technologies used, resource requirements of individual functions and other relevant circumstances.

The specific threshold does not form a permanent part of these Terms.

Where Axion makes a task subject to such confirmation, the part of the task requiring confirmation will not be performed until the User approves continuation.

7.8. Normal Coin Usage

Application of the separate confirmation described in Section 7.7 does not mean that every Axion operation resulting in Coin usage requires separate User approval.

In the course of normal use, Axion may deduct Coin associated with use of the service from the Account's Coin balance without separate confirmation by the User for each individual transaction.

By using Axion, the User acknowledges that use of Coin-consuming functions may reduce the applicable Coin balance.

7.9. Coin Balance and Prohibition of Negative Balances

An Axion Coin balance cannot become negative.

Where the Account does not have a sufficient Coin balance to perform a further Coin-consuming task, Axion may restrict, stop or prevent further use of the Coin-consuming service until a sufficient Coin balance is available.

An insufficient Coin balance does not, in itself, automatically create a monetary debt for the User.

7.10. Coin Purchases and Prices

Coin may be purchased in Coin packages made available by the Service Provider from time to time and at the price displayed at the time of purchase.

Before a purchase is finalised, at least the quantity of Coin to be purchased and the total price payable, together with any other material information required by applicable law, must be made clearly available to the User. For Consumers, the checkout interface clearly indicates before the purchase is finalised that the purchase entails an obligation to pay.

The Service Provider may modify Coin packages and prices applicable to future Coin purchases.

Such modification does not reduce the amount of previously purchased and unused Coin held by the User.

7.11. Changes to Coin Costs

The Service Provider may modify the Coin costs associated with individual Axion functions based on technical development of the service, models used, Technology Providers, infrastructure, resource requirements or other justified circumstances.

The Service Provider appropriately informs Users of material changes that materially affect the economic characteristics of Coin usage.

A change to Coin costs may not result in any retroactive additional Coin deduction in respect of a task already completed.

7.12. Complaints and Review Concerning Coin Usage

Where the User considers that a Coin deduction occurred erroneously, without justification or as a result of a technical error in Axion, the User may request review of the matter through the support or ticket system available in the Axion Profile interface.

The Service Provider may review the relevant task or transaction on the basis of the technical and accounting data available to it.

Where the Service Provider determines that unjustified Coin usage occurred as a result of a technical error attributable to Axion, the Service Provider credits the unjustifiably deducted amount of Coin back to the Account's Coin balance to an appropriate extent or, where applicable law requires another or additional remedy, provides that remedy.

The fact that the content, style or quality of an Output does not meet the User's subjective expectations does not, in itself, automatically entitle the User to a Coin credit.

7.13. Consumer Rights

The internal Coin-credit and support mechanisms described in this Chapter do not limit any mandatory rights available to a Consumer under applicable law.

Where the Axion digital service is not supplied in conformity with the contract under applicable consumer-protection law, the Consumer may be entitled to the remedies provided by applicable law. The inaccuracy or incompleteness of a particular substantive statement in an Output, its style, or a deviation from the User's subjective expectations does not, in itself, automatically mean that the Axion digital service lacks conformity with the contract. Conformity must be assessed having regard to the service characteristics specified in these Terms, the general-purpose and probabilistic nature of Axion, and the requirements of applicable mandatory law.

Nothing in these Terms may be interpreted as excluding or limiting any Consumer right that the Consumer cannot validly waive under applicable law.

7.14. Right of Withdrawal and Commencement of the Service

Where the User is a Consumer, the right of withdrawal applicable to the purchase of Coin and use of Axion's paid services is governed by the mandatory consumer-protection provisions of the European Union, the European Economic Area and the national law applicable to the User.

During the Coin-purchase process, the Service Provider provides the information required by applicable law concerning the right of withdrawal or termination, commencement of the service during the withdrawal period and the legal consequences of such commencement.

Where the Consumer requests that performance of Axion's paid service begin before expiry of

the statutory withdrawal period, the Service Provider—where required by applicable law—provides a technical means for the Consumer to make a separate express request or declaration to that effect and provides confirmation of the conclusion of the contract and of the declarations made on a durable medium in accordance with applicable law.

This Section must not be interpreted as meaning that a Consumer automatically loses the statutory right of withdrawal merely by purchasing Coin.

7.15. Refunds

A monetary refund in respect of Purchased Coin or Axion's paid services may be provided where required by applicable law or where the Service Provider provides it at its own discretion. Purchased Coin is not automatically redeemable for money merely because the User subsequently does not wish to use it, unless applicable law or these Terms provide otherwise.

A voluntary Coin credit, Promotional Coin or goodwill measure provided by the Service Provider does not, in itself, limit or replace any monetary or other remedy to which the User is entitled under mandatory law.

7.16. Termination of the Account and Remaining Coin Balance

Upon termination, deletion or suspension of an Account, treatment of any remaining Purchased Coin is governed by the reason for termination, the relevant provisions of these Terms and applicable mandatory consumer-protection rules.

Where the User initiates deletion of the Account, the Service Provider informs the User during the deletion process of the Purchased Coin balance remaining on the Account and the consequences of deletion for that balance. Where the Service Provider terminates or restricts the Account because of the User's breach of contract, the remaining Purchased Coin is treated having regard to the circumstances of termination and applicable mandatory law. Where the Service Provider discontinues Axion's paid service for reasons not attributable to the User and no longer provides a reasonable opportunity to use the remaining Purchased Coin, the Service Provider refunds the appropriate value of the remaining Purchased Coin, unless applicable law provides otherwise or requires another appropriate remedy.

7.17. Payment Methods and Authority to Pay

Coin purchases may be made using payment methods supported by the Service Provider from time to time.

The person initiating the purchase must ensure that they are appropriately authorised to use the payment method applied.

A third-party payment service provider may participate in processing the payment. Further information concerning the role of such provider and the data processed by it is provided in the Privacy Policy and, where applicable, the relevant payment provider's own terms.

7.18. Invoicing and Taxes

Prices, taxes, value-added tax and other mandatory charges relating to Coin purchases are handled in accordance with applicable law.

The Service Provider provides the User with an invoice or other legally required receipt relating to the purchase in the manner required by applicable law.

A User acting as a business is responsible for providing accurate information necessary for invoicing and, where applicable, the appropriate treatment of the User's tax status.

8. Availability, Modification, Suspension and Termination of the Service

8.1. Availability of the Service

The Service Provider seeks to ensure the continuous, secure and appropriately reliable availability of Axion.

Axion is a complex digital service whose operation may depend on the Service Provider's own infrastructure, Technology Providers, artificial-intelligence models, network connections, external APIs, Connected Services and other technical systems.

Accordingly, without prejudice to its mandatory legal obligations, the Service Provider does not guarantee that Axion or all of its functions will be available at all times without interruption, delay or error.

The operation or availability of the Service may be affected in particular by:

scheduled or urgent maintenance;

a security update or security incident;

a technical or infrastructure failure;

a network or communications failure;

an outage or restriction affecting a Technology Provider or Connected Service;

capacity or resource limitations;

a change to an external API, model or other technology;

legislation, a regulatory or governmental measure, or another legal obligation;

force majeure or another circumstance outside the Service Provider's reasonable control.

This Section does not limit any rights available to the User under applicable mandatory law.

8.2. Scheduled Maintenance

The Service Provider may carry out periodic maintenance in order to maintain or improve the security, reliability, performance or development of Axion.

Where scheduled maintenance is expected to result in a noticeable interruption of material Axion functionality, the Service Provider may, where reasonably possible, provide Users with appropriate advance notice.

The Service Provider may seek to perform scheduled maintenance in a manner that minimises disruption to the ordinary use of the Service.

8.3. Urgent Maintenance and Security Measures

The Service Provider may carry out maintenance, updates, restrictions or other necessary technical measures without prior notice where required to address an urgent security, data-protection, operational, legal or other significant risk.

Such circumstances may include, in particular, a vulnerability, an active or suspected cyberattack, unauthorised access, a compromised Account or credential, a provider failure, a data-security incident or another circumstance justifying immediate action.

The Service Provider may provide appropriate notice after such a measure where reasonably possible and where notice is not restricted by law, a regulatory or governmental requirement, security interests or another appropriate reason.

8.4. Development and Modification of Axion

Axion is a continuously evolving digital service.

The Service Provider may from time to time modify, develop or replace Axion's functionality, user interface, technical architecture, artificial-intelligence models, orchestration and routing solutions, search and retrieval systems, Forge and Workflow functionality, integrations, security mechanisms, provenance-marking system and other technical or functional elements.

A modification that does not materially alter the essential contractual nature of Axion or the User's rights does not, in itself, require an amendment to these Terms.

This may include, in particular, bug fixes, performance or security improvements, user-interface changes, replacement of a model or provider, routing changes or other similar technical developments.

8.5. Material Modification of the Service

Where the Service Provider makes a modification that may negatively affect, to more than a minor extent, the User's use of or access to a continuously supplied paid digital service, the Service Provider informs the User of the features and timing of the modification and, where relevant, of any termination or other rights available to the Consumer, in the manner required by applicable law, on a durable medium and sufficiently in advance as required by law.

The modification may not impose an additional payment obligation on the User where applicable law requires separate consent to such obligation, unless that consent has been obtained.

Where applicable mandatory consumer-protection rules grant the Consumer a right of termination, cancellation, refund or another remedy as a result of the modification, these Terms do not limit those rights.

8.6. Restriction or Discontinuation of Functions

For justified reasons, the Service Provider may modify, replace, restrict or discontinue an Axion function, integration, model, technical solution or service component. The Service Provider exercises this right having regard to the material contractual characteristics of the Service, the legitimate interests of the User and applicable mandatory law.

Such reasons may include, in particular:

technological development or obsolescence;

security or data-protection requirements;

a change in law or a regulatory or governmental requirement;

a change to or discontinuation of a Technology Provider or another external dependency;

an abuse or security risk;

technical sustainability;

improvement of the quality or operation of the Service; or

another objectively justifiable service-related circumstance.

Where the modification materially adversely affects a paid digital service used by a Consumer, Section 8.5 and applicable mandatory consumer-protection rules apply.

8.7. Security Restrictions and Suspension

The Service Provider may temporarily restrict or suspend use of the Account or an Axion function in order to protect the security of Axion, the User, other users, third parties or external systems.

A restriction may affect, in particular:

the Account as a whole;
Axion Forge or Workflow functionality;
code execution;
Confirmation-Required Actions;
use of Connected Accounts or Connected Services;
particular integrations;
file or data processing; or
another function affected by the relevant risk.

Such a measure may be applied in particular in the event of a compromised Account, suspected unauthorised access, fraud or abuse, circumvention of a security control, attack activity, anomalous use or another significant security risk.

A temporary restriction or suspension imposed for security reasons does not, in itself, constitute a final determination that the User has breached these Terms or the AUP.

8.8. Breach of the AUP or these Terms

Where the User breaches these Terms or the AUP, the Service Provider may apply a measure proportionate to the nature, severity and risk of the breach.

Such measures may include, in particular:

a warning;
restriction of specified functionality;
temporary suspension of access;
a security or permission-related restriction;
disconnection of an integration or Connected Service; or
in serious cases, termination of the Account or the agreement.

When selecting a measure, the Service Provider may take into account, in particular, the nature, severity, duration and recurrence of the breach; the User's intent, where it can be established and is relevant; the actual or potential impact and security risk; the User's cooperation; previous breaches; and whether immediate action is necessary to protect any person, system or service.

The Service Provider is not required in every case to apply all less severe measures before applying a more severe measure.

8.9. Immediate Suspension or Termination

Within the limits of applicable law, the Service Provider may restrict or suspend an Account without prior warning or, in particularly serious cases, terminate the contractual relationship where immediate action is justified.

Such circumstances may include, in particular:

an attack or attempted attack against Axion or another system;
circumvention of Axion's security controls that creates a significant security risk;
fraudulent or unauthorised payment activity;
unauthorised access to another person's Account or system;
serious abusive use of Axion Forge or another execution environment;

repeated or particularly serious breaches of the AUP;
activity presenting a significant danger to other persons, systems or the Service; or
action required by law, a court, a regulatory or governmental authority, or another binding requirement.

The Service Provider applies immediate termination only where proportionate in the circumstances and having regard to applicable mandatory law.

8.10. Notice of Restriction or Suspension

The Service Provider provides the User with appropriate information concerning a material restriction, suspension or termination of the Account, except where and for as long as providing such information:

would breach a legal or regulatory requirement;
would jeopardise an ongoing security investigation;
would endanger the security of Axion, another User or a third party;
would facilitate abuse or circumvention of a security control; or
cannot be provided for another appropriate and lawful reason.

Where appropriate, the notice may include the general reason for the measure and any available review mechanism.

Where advance notice cannot be provided without undermining a security, legal or abuse-prevention purpose, the Service Provider provides appropriate notice after the measure as soon as the obstacle to doing so ceases to exist, provided that such notice is lawful and reasonably possible.

8.11. Review and Complaints

Where the User has access to the support system, the User may request review of an Account restriction, suspension or other enforcement measure through the support or ticket system available in the Axion Profile interface.

In conducting the review, the Service Provider may take into account information provided by the User and the security, technical and usage data available to the Service Provider.

Where the Profile support system is inaccessible because of the status of the Account, the Service Provider provides an appropriate alternative contact or review channel.

Submitting a request for review does not, in itself, suspend the effect of a security or enforcement measure. If the review determines that the measure was unfounded or disproportionate, the Service Provider appropriately withdraws or modifies it.

8.12. User-Initiated Account Termination

The User may request termination or deletion of the Account through the Account-management functionality provided by Axion.

Before the Account is terminated, Axion informs the User of the material consequences of deletion or termination that are relevant to the particular Account, including in particular the remaining Purchased Coin balance, projects, Artifacts or other data stored in the Account, the effect on Connected Accounts and Connected Services, and other material consequences of deletion or termination.

The data-processing consequences of Account termination are described in the Privacy Policy.

Treatment of remaining Purchased Coin is governed by Section 7.16.

8.13. Connected Services upon Account Termination

After termination of the Account, Axion may not initiate any new Action in a previously connected Connected Service on the basis of the user authorisation associated with that Account.

Revocation, deletion or retention of access tokens, credentials and other connection data relating to Connected Accounts and Connected Services is governed by the technical operation of the integration, security requirements, the Privacy Policy and applicable law.

8.14. Export of Artifacts and Data

Before termination of the Account, the User may save available Artifacts and other exportable data through export or download functionality provided by Axion.

The Service Provider does not guarantee that all internal system data, technical metadata, security logs, orchestration or routing data, or other data not intended for user export can be exported through general export functionality. This provision does not limit any separate data-access rights available under applicable law.

Where technically and legally reasonably possible, the Service Provider may also provide an appropriate opportunity to obtain exportable User Content where the Service Provider initiates an ordinary discontinuation of the Service.

In the event of a restriction relating to security, legal requirements or serious abuse, the Service Provider may restrict or delay export or make it subject to a separate support process where justified by security considerations or applicable law.

This Section does not limit any right of access or data portability available to a data subject under applicable data-protection law.

8.15. Discontinuation of the Axion Service

The Service Provider may decide to discontinue Axion as a whole or a material part of the Service in the future, in accordance with applicable law, existing contractual obligations and these Terms.

Where the entire Axion Service is discontinued in the ordinary course, the Service Provider provides Users with appropriate advance notice at least 30 days beforehand. The 30-day minimum does not apply to the extent that legislation, a regulatory or governmental measure, an extraordinary security incident or another circumstance that the Service Provider cannot reasonably avert objectively prevents advance notice or continued operation of the Service.

Within the limits of applicable law and technical possibilities, the Service Provider may provide an appropriate period or other opportunity for Users to save exportable User Content and Artifacts.

Treatment of Purchased Coin remaining upon discontinuation of the Service is governed by Section 7.16. Other prepaid and unused service entitlements are treated in accordance with applicable mandatory law and the relevant provisions of these Terms.

8.16. Provisions Surviving Termination

Provisions of these Terms that by their nature are intended to continue to apply after termination of the agreement or Account remain in effect after termination to the extent necessary.

These may include, in particular:

provisions concerning intellectual property and licences;
payment and accounting obligations arising before termination;
provisions concerning the integrity of provenance markings and provenance records;
applicable data-retention obligations;
provisions concerning liability and remedies that by their nature survive termination; and
provisions concerning dispute resolution and applicable law.

This Section does not grant the Service Provider any additional right to retain or use data that it would not otherwise possess under these Terms, the Privacy Policy or applicable law.

8.17. Mandatory Consumer Rights

The rights of modification, restriction, suspension or termination provided for in this Chapter may be exercised only within the limits of applicable law.

Nothing in these Terms may be interpreted as excluding or limiting any mandatory right or remedy available to a Consumer that the Consumer cannot validly waive under applicable law.

9. Liability

9.1. General Principles

Axion is an artificial-intelligence-based digital service whose Outputs, Artifacts, Actions and other results may be affected by the probabilistic nature of artificial intelligence, the quality and completeness of Inputs, external data sources, Technology Providers, Connected Services and other technical circumstances.

The purpose of this Chapter is to allocate responsibility appropriately among the User, the Service Provider and, where relevant, third parties, having regard to the nature of the Service and applicable mandatory law.

Nothing in this Chapter excludes or limits liability or a User right to the extent that such exclusion or limitation is prohibited by applicable law.

9.2. Probabilistic Nature of Output

The User acknowledges that an Output produced by Axion is not necessarily deterministic and may vary even where the User provides identical or substantially identical instructions or Input.

The content and quality of an Output may be affected in particular by:

- the User's instructions;
- the wording and context of the prompt;
- the accuracy, completeness and quality of the Input;
- the sources available;
- the artificial-intelligence models used;
- the orchestration and routing process;
- external data sources;
- Technology Providers;
- Connected Services;
- the context of the task; and

other technical or content-related circumstances.

Identical or substantially identical Input may produce different Output at different times.

9.3. No Warranties as to Output

To the extent permitted by applicable mandatory law, the Service Provider does not guarantee that any Output is:

factually correct;

complete;

error-free;

current;

based on all relevant circumstances;

unique;

fit for any particular purpose;

capable of producing any particular result;

free of third-party rights; or

suitable for use without professional review.

Content generated or modified by Axion does not, in itself, constitute a representation or warranty that its creation, possession, use, publication, distribution or other exploitation is lawful in all circumstances.

9.4. User Responsibility for the Generation and Processing Process

The User's responsibility is not limited to subsequent use of Output, but also extends to the lawfulness of the data, content, instructions and permissions that the User provides to Axion or connects to Axion for use.

The User is responsible in particular for:

the Input provided;

the instructions given;

files and content uploaded;

data made accessible;

Connected Accounts and Connected Services;

permissions granted; and

having authority to initiate the generation, processing and execution processes initiated by the User.

The User must ensure that they have all rights, permissions and authority necessary to use, process and modify such Input, content, data, files, systems or services within Axion and, where relevant, to create Output from them and to initiate the requested generation, processing or execution process.

This responsibility applies regardless of whether the User subsequently publishes, transmits, uses or otherwise makes the resulting Output available to another person. However, this Section does not mean that the User is responsible for Axion's own technical error attributable to the Service Provider or for an Action that the User did not initiate or, in the case of a Confirmation-Required Action, did not approve.

9.5. Verification of the Lawfulness of Inputs

The Service Provider does not undertake an individual legal review of every item of User Content, Input, file, data, source or Connected Service to determine whether the User possesses all rights required to use, process or modify it.

The Service Provider may not technically or legally be able to determine, for example, whether an uploaded document is protected by copyright, what licence the User holds in relation to it, whether particular data constitutes a trade secret, or whether the User has an appropriate legal basis for processing a third party's personal data.

The User therefore must not regard Axion's acceptance or processing of an Input, or creation of Output from it, as confirmation that the Input or requested processing is lawful.

9.6. Rights of Third Parties

When using Axion, the User must respect third-party rights, including in particular:

- copyright and related rights;
- trade mark and other industrial-property rights;
- personality rights;
- privacy and data-protection rights;
- trade secrets;
- contractual confidentiality obligations; and
- other applicable rights.

Where an infringement results from unlawful or unauthorised Input, instructions, files, data, Connected Services, permissions or another circumstance within the User's control, the Service Provider is not liable for the resulting consequences to the fullest extent permitted by applicable law. This provision does not apply to the extent that the infringement of a third party's right is attributable to the Service Provider's own conduct independent of the User's unlawful or unauthorised Input, instructions or other circumstance within the User's control.

9.7. Review of Output

The User must review Output to an extent appropriate to the nature and risk of the intended use before relying on it or using it for any further purpose.

Such review may include, in particular, the Output's:

- factual accuracy;
- sources;
- completeness;
- currency;
- lawfulness;
- impact on third-party rights;
- technical security; and
- fitness for the intended purpose.

A source, citation or other external information displayed by Axion does not, in itself, relieve the User of reasonable verification appropriate in the circumstances.

9.8. Use of Output

The User decides, at their own discretion, whether to use, publish, transmit, sell, distribute, incorporate into a product or service, use as the basis of a decision, or otherwise exploit any Output.

To the extent permitted by applicable mandatory law, the Service Provider is not liable for consequences arising from the User's use, publication, distribution or application of, or reliance on, Output. In particular, the Service Provider does not assume liability merely because Axion Output was used as one element of a decision or process that resulted in a business, professional, financial or other loss. Partial use of Output in a decision or process does not, in itself, make the Service Provider liable for the entire economic or other outcome of that decision or process.

In particular, the Service Provider does not guarantee that use of Output will achieve any desired business, financial, professional, technical or other result.

9.9. Professional and High-Significance Use

Axion Output does not automatically replace professional examination, assessment or decision-making required in the relevant field.

For the professional and high-significance uses described in Chapter 5, the User is responsible for determining the level of human or expert review appropriate to the circumstances.

The Service Provider does not guarantee that any Output is, by itself, suitable for making a legal, health, financial, engineering, security or other professional decision.

9.10. Actions and User Confirmation

Where Axion requests confirmation before performing an Action, the User is responsible for reviewing the displayed Action, recipient, content and other material information before approval.

Where Axion appropriately displays an Action to the User and, following the User's confirmation, performs that Action in accordance with the confirmation, the Service Provider is not liable, to the extent permitted by applicable law, for the substantive, business or other consequences of the Action approved by the User.

Where Axion performs an Action different from the Action confirmed by the User, or where the confirmation interface materially misrepresents the Action actually to be performed because of a technical error attributable to the Service, such event may constitute a system or execution error for the purposes of this Chapter.

9.11. Applications and Software Created with Axion

Axion may enable the creation, modification, export, deployment or operation of applications, program code, websites, automations, workflows, services or other software systems.

The intellectual-property and licensing rules applicable to program code and applications created or modified by Axion are set out in Chapter 4.

Making an application or program code created by Axion available does not constitute a warranty or certification that the application is:

error-free;

free from vulnerabilities;

suitable for a specified load;

appropriate for every purpose in a production environment;

compliant with all applicable laws; or

compliant with any particular security, data-protection or industry standard. The User is responsible for determining what testing, security review, expert review or further development is required before the relevant program code or application is suitable for use in the environment intended by the User.

9.12. Applications Operated by the User

Where the User operates an application, software product or other system created or modified with Axion for the User's own purposes, makes it available to third parties, publishes or sells it, or incorporates it into the User's own product or service, the User is, as a general rule, responsible for operation of that system.

The User is responsible in particular for the application's:

configuration;

content;

management of its users;

appropriate testing;

deployment and operation;

access and permission system;

lawful use;

contractual relationships with third parties;

required notices and permissions; and

compliance with applicable law.

Use of Axion's technical infrastructure, hosting, generation, deployment or other technical service does not, in itself, make the Service Provider the provider, publisher or merchant of the User's application or a contracting party with the application's end users.

9.13. Data Protection in the User's Application

Where an application operated by the User processes personal data, the User is responsible for ensuring that use of the application complies with the data-protection requirements applicable to the User.

This may include, in particular, ensuring an appropriate legal basis, privacy information, data-subject rights, retention periods, access management, security requirements and, where necessary, data-processing or other data-protection agreements.

An application created with Axion does not, in itself, constitute certification of compliance with the GDPR, AI Act, NIS2, PCI DSS, HIPAA or any other legal, security or industry requirement.

Where the Service Provider processes personal data during operation of such an application, the actual data-protection roles of the Service Provider and the User must be determined on the basis of the circumstances of the processing and applicable data-protection law. The User's responsibility for processing carried out by the User's own application does not extend to a personal-data processing or data-security incident resulting from an error in Axion's own infrastructure or the Service Provider's own processing for which the Service Provider is liable under applicable law.

9.14. Content Created by the User's Application

Where an application or system created with Axion subsequently receives Input from its own users, creates Output or performs another automated operation, the User acting as operator of

that application is responsible for the appropriate and lawful design and use of such functionality.

The Service Provider does not become the publisher of content created by the User's application or a contracting party to the services supplied by the User to the User's own end users merely because Axion infrastructure or technology is used.

9.15. Data Retention and Backups

The User is responsible for maintaining backups appropriate to the relevant risk of Artifacts, program code, documents or other data that are material to the User and exportable from Axion.

Unless an express service commitment provides otherwise, Axion is not the User's exclusive archival or backup service.

This Section does not release the Service Provider from any mandatory data-security, data-retention or other obligations imposed on it by applicable law.

9.16. System and Service Errors

The limitations in this Chapter concerning Output do not mean that the Service Provider excludes all liability relating to Axion's own technical operation.

A system or service error may include, in particular, a case where an Axion function fails, due to a technical error attributable to the Service Provider, to perform a properly initiated task, performs an Action materially different from the Action confirmed by the User, or otherwise fails to operate in accordance with the technical functioning of the Service.

In such a case, the Service Provider takes an appropriate measure having regard to the nature and impact of the error and applicable law, which may include, depending on the circumstances, correcting the error, rerunning the affected task, crediting back the affected Coin, restoring access or providing another appropriate remedy.

A Coin credit does not, in itself, limit any mandatory remedy available to a Consumer that the Consumer cannot validly waive under applicable law.

9.17. Security

The Service Provider applies technical and organisational measures appropriate to the nature and risks of the Service in order to protect the security of Axion.

No information system accessible through the internet can be regarded as invulnerable in all circumstances, and the Service Provider therefore does not guarantee absolute protection against every cyberattack, vulnerability, unauthorised access or other security incident.

This provision does not limit the Service Provider's obligations or liability arising under applicable data-protection, cybersecurity or other mandatory law.

9.18. Third-Party Services

Operation of Axion may depend in part on Technology Providers, Connected Services and other external systems described in Chapter 6.

The Service Provider does not guarantee the continuous, error-free or unchanged availability of a third party's service.

The consequences for liability of an outage, failure or change affecting a third-party service outside the Service Provider's control must be assessed under applicable law and the circumstances of the particular case.

9.19. Mandatory Rights of Consumers

Where the User is a Consumer, nothing in this Chapter excludes or limits any liability of the Service Provider or any conformity, warranty, damages or other right of the Consumer that cannot validly be excluded or limited under applicable mandatory law.

The absence of guarantees concerning the accuracy, result or use of Output must not be interpreted as meaning that the Service Provider is not required to provide the Axion digital service itself in the manner required by applicable mandatory law.

9.20. Indirect Losses of Business Users

Where the User uses Axion for business, commercial, professional or entrepreneurial purposes, to the fullest extent permitted by applicable law the Service Provider is not liable for:

loss of profit;

loss of revenue;

loss of business opportunity;

loss of goodwill or business reputation;

loss of anticipated savings;

indirect or consequential loss; or

downstream business loss arising from use of Output or an application operated by the User.

This Section does not apply to liability that applicable law does not permit to be excluded or limited.

9.21. Liability Cap for Business Users

For a Business User, the Service Provider's aggregate liability arising out of these Terms or use of Axion is limited, to the extent permitted by applicable law, to the higher of (a) the total fees actually paid to the Service Provider in connection with the relevant Account during the 12 months immediately preceding the event giving rise to the claim and (b) EUR 500. Where the Account has existed for less than 12 months, the fees actually paid during the period for which the Account has existed are taken into account. This limitation does not apply to liability that cannot lawfully be limited as specified in Section 9.23.

9.22. Indemnification by Business Users

To the extent permitted by applicable law, a Business User must indemnify the Service Provider against a claim asserted by a third party that arises directly from the Business User's:

unlawful Input;

use of content for which the Business User did not have appropriate rights;

unauthorised use of a Connected Service;

use in breach of these Terms or the AUP;

unlawful operation of the Business User's own application; or

breach of applicable law,

provided that the claim does not arise from the Service Provider's own unlawful conduct or another circumstance for which the Service Provider is liable under applicable law.

The indemnification obligation may extend only, to the extent permitted by applicable law, to third-party claims causally connected with the relevant breach and to costs reasonably incurred in handling those claims. The Service Provider informs the Business User within a reasonable time in the circumstances of a claim for which it intends to seek indemnification

under this Section. The extent of the indemnification obligation is determined by applicable law, causation and the circumstances of the particular case, and does not extend to any part arising from the Service Provider's own unlawful conduct or another circumstance for which the Service Provider is liable under applicable law.

9.23. Liability That Cannot Be Limited

No exclusion or limitation of liability in these Terms applies to the extent that exclusion or limitation of the relevant liability is prohibited by applicable law. In particular, liability may not be excluded or limited for an intentionally caused breach of contract, for a breach of contract causing harm to human life, physical integrity or health, or for any other liability that cannot validly be excluded or limited under applicable mandatory law.

9.24. Interpretation of the Liability Provisions

The purpose of this Chapter is to appropriately distinguish the areas of responsibility arising from the technological nature of Axion, generation and execution processes initiated by the User, use of Output, and the technical service provided by the Service Provider.

In particular, a distinction must be made between: (a) risks within the User's sphere of control, including Input, instructions, permissions, use of Connected Services, subsequent use of Output and operation of the User's own application; (b) risks arising from the probabilistic nature of artificial intelligence concerning the accuracy, completeness, uniqueness or fitness for a particular purpose of Output; and (c) risks within the Service Provider's sphere of control relating to Axion's own technical errors, an Action differing from the Action approved by the User, the Service Provider's own infrastructure, data processing, security obligations or other obligations imposed on the Service Provider by applicable law. This Chapter must not be interpreted as seeking to exclude any liability that the Service Provider cannot validly exclude under applicable law.

10. Complaints, Disputes and Governing Law

10.1. Contact and Complaint Handling

The User may primarily contact the Service Provider through the support or ticket system available in the Axion Profile interface regarding any problem or complaint concerning the Axion service, Coin accounting, payment, technical operation, the Account, contractual matters or other matters relating to use of Axion.

To facilitate appropriate investigation of a complaint, the User must provide information that is reasonably available to the User and necessary to identify the matter. The absence of particular information does not, in itself, result in rejection of the complaint where the complaint can otherwise reasonably be identified and investigated.

Such information may include in particular:

- information necessary to identify the relevant Account;
- the relevant task, transaction or Coin operation;
- the time of the event;
- an appropriate description of the problem;
- any relevant document, screenshot or other evidence; and
- the action requested by the User.

The Service Provider handles the complaint in the manner and within the time limit required by applicable law.

10.2. Contact Outside the Account

Where the User cannot access the support system in the Axion Profile interface because of Account suspension, termination, an access problem or another reason, the Service Provider provides a contact channel accessible outside the Account.

Support and complaints contact available outside the Account: support@axionaiapp.com

The Service Provider accepts at support@axionaiapp.com, in particular, support, contractual and review requests where the in-Account ticket system is unavailable.

The contact channel available outside the Account may be used in particular for a request to review an Account suspension or termination, a contractual complaint, or another matter for which the in-Account ticket system is unavailable. The Service Provider may not make logging into the Account the exclusive condition for submitting a complaint, review request or legal notice that concerns the inaccessibility, suspension or termination of that Account.

10.3. Informal Dispute Resolution

The Service Provider and the User may seek to resolve a dispute arising from use of Axion or these Terms first through direct discussion.

The User is therefore encouraged to contact the Service Provider before initiating legal proceedings where doing so is reasonable in the circumstances.

This Section does not impose a mandatory waiting period and does not limit the User's right to use any judicial, administrative, alternative dispute-resolution or other remedy available under applicable law.

10.4. Governing Law

These Terms and the contractual relationship between the User and the Service Provider relating to use of Axion are governed by the laws of Hungary to the extent permitted by applicable conflict-of-laws rules.

Where the User is a Consumer, the choice of Hungarian law does not deprive the Consumer of the protection afforded by mandatory provisions of the law of the country of the Consumer's habitual residence that would apply in the absence of a choice of law and from which the parties cannot derogate by agreement.

10.5. Consumer Disputes

Where the User is a Consumer, these Terms do not limit the Consumer's right to bring a dispute before a court having jurisdiction under applicable European Union and national law.

These Terms do not impose exclusive jurisdiction or venue of Hungarian courts on a Consumer where doing so would exclude jurisdictional or venue options available to the Consumer under applicable mandatory law.

10.6. Disputes with Business Users

Where the User uses Axion for business, commercial, professional or entrepreneurial purposes, disputes of a pecuniary nature between the Service Provider and the Business User are, to the extent permitted by applicable law, subject to the jurisdiction of the Hungarian courts, and the parties submit to the exclusive venue of the competent Hungarian court determined in accordance with the applicable rules on jurisdiction and venue, unless such a clause is not permitted by applicable law.

10.7. Consumer Complaints and Conciliation Body

A User who qualifies as a Consumer may be entitled to initiate proceedings before the competent conciliation body or another alternative dispute-resolution body under applicable law for the out-of-court settlement of a consumer dispute.

The Service Provider fulfils the information and cooperation obligations imposed on it by applicable law in relation to such proceedings. The Hungarian conciliation-body details applicable to the Service Provider are:

Hajdú-Bihar County Conciliation Board (Hajdú-Bihar Vármegyei Békéltető Testület)

Address: 4025 Debrecen, Vörösmarty u. 13–15., Hungary Telephone: +36 52 500 745; +36 52 500 743 Email: bekelteto@hbkik.hu Website: hbmbekeltetes.hu.

10.8. Alternative Dispute Resolution within the EEA

A Consumer resident in the European Economic Area may be entitled under applicable European Union and national law to refer a dispute to the competent alternative dispute-resolution body.

These Terms do not limit any mandatory or legally available consumer dispute-resolution mechanism of this kind.

If the rules governing alternative dispute resolution change, the Service Provider may update the relevant information in accordance with the law applicable at the relevant time.

10.9. Former European Union Online Dispute Resolution Platform

The European Union's former Online Dispute Resolution (ODR) platform has been discontinued, and the Service Provider therefore does not direct Users under these Terms to submit complaints through the former ODR platform.

If the European Union or another competent body introduces a new consumer dispute-resolution or digital complaint-handling system applicable to Axion in the future, the Service Provider will update the consumer information accordingly where required by applicable law.

10.10. Data-Protection Complaints

Detailed provisions concerning the processing of personal data, the exercise of data-subject rights and other data-protection matters are set out in the [Privacy Policy](#). The appropriate contact details for submitting data-protection requests and complaints are specified in the Privacy Policy.

These Terms do not limit any right of a data subject to seek an administrative or judicial remedy available under applicable data-protection law.

Use of the support or complaint-handling procedure under these Terms is not a precondition to any data-protection remedy made directly available to the data subject by applicable law.

10.11. Notices Concerning Intellectual Property and Other Rights

Where a person believes that use of Axion, any User Content or another activity connected with Axion infringes that person's copyright, trade mark right, personality right or another right, that person may notify the Service Provider through the contact channel designated for that purpose.

Intellectual property, copyright and other rights-related complaints may be submitted to support@axionaiapp.com.

Where relevant and reasonably possible, the notice should contain:

appropriate identification and contact details of the person submitting the notice;

appropriate identification of the right or protected content concerned;

a description of the alleged infringement;
information necessary to identify the relevant Axion content, Artifact or other element;
information supporting the notifier's entitlement; and
any further information reasonably necessary for the investigation.

The Service Provider may request additional information necessary to investigate the notice. The information listed in this Section is intended to facilitate effective investigation; absence of any one item does not, in itself, prevent review where the alleged infringement and the right concerned can otherwise reasonably be identified.

The submission of a notice does not, in itself, constitute an automatic determination that an infringement has occurred.

10.12. Regulatory and Judicial Proceedings

The Service Provider may be required under applicable law to cooperate with a court, authority, data-protection supervisory authority or another body possessing appropriate legal powers.

The Service Provider discloses personal data, User Content or other information only on an appropriate legal basis and within the limits of applicable law.

More detailed provisions concerning such processing may be set out in the Privacy Policy.

10.13. Arbitration and Consumer Enforcement

These Terms do not impose generally mandatory arbitration on Users who qualify as Consumers.

These Terms also contain no general provision requiring a Consumer to waive any collective, representative, administrative or other mandatory enforcement mechanism available under applicable law.

10.14. Language of the Terms

These Terms are prepared in Hungarian, and the Service Provider may also make them available in other languages.

If there is any discrepancy between different language versions, the Hungarian-language version prevails if and to the extent permitted by mandatory law applicable to the User.

The Service Provider seeks to ensure that translations of these Terms correspond in substance to the Hungarian-language version.

10.15. Priority of Mandatory Rights

Nothing in this Chapter may be interpreted as limiting any judicial, administrative, conciliation-body, alternative dispute-resolution or other remedy available to a Consumer, data subject or other entitled person under applicable mandatory European Union or national law.

10.16. Distinction Between Legal Notices and Support Requests

The support or ticket system and the support@axionaiapp.com email address serve general customer-service, support, complaint-handling and review purposes. Where applicable law prescribes particular service, addressing or formal requirements for a declaration, formal notice or other legal communication, the validity of that communication is determined by the relevant statutory requirements.

The Service Provider may designate separate contact details for legal, data-protection, intellectual-property or regulatory communications in these Terms, the Privacy Policy or another appropriate legal notice.

11. Amendments to the Terms, Notices and Final Provisions

11.1. Amendments to the Terms

The Service Provider may amend these Terms from time to time where the amendment is justified.

Reasons for an amendment may include, in particular:

- a change in applicable law, regulatory requirements or case law;
- the introduction of a new Axion function or service;
- the modification, replacement or discontinuation of an existing function or service component;
- a technological, infrastructure-related or Technology Provider-related change;
- a security, data-protection or abuse-prevention requirement;
- a new or changed security risk;
- a change to Axion's business, payment or Coin model;
- clarification of a legal or contractual provision;
- correction of an obvious error, inaccuracy or inconsistency; or
- another objectively justifiable circumstance connected with operation of the Service.

The Service Provider may not exercise its right to amend these Terms for the purpose of circumventing applicable mandatory law or unlawfully restricting mandatory rights of Consumers.

11.2. Non-Material Amendments

The following, in particular, do not necessarily constitute a material amendment:

- correction of a spelling or language error;
- a structural or formatting clarification;
- updating a reference or link;
- a change to contact or administrative details that does not change the identity of the contracting party;
- updating a statutory reference; or
- a technical or editorial change that does not materially alter the User's rights or obligations.

Such amendments may take effect on the date specified in the new version, without prejudice to any information requirements imposed by applicable law.

11.3. Material Amendments

A change may constitute a material amendment in particular where it materially affects the User's contractual rights or obligations, the material terms of a paid Service or the essential contractual framework governing use of Axion.

This may include, in particular:

- the introduction of a new material obligation of the User;

a restriction of a material User right;
a material change to Coin or another payment term;
a material amendment to the liability provisions;
a material change to the conditions governing restriction or termination of the Account; or
another significant change to the contractual nature of the Service.

The Service Provider informs the User of a material amendment in the manner and within the period required by applicable law and, where necessary, on a durable medium and reasonably before the amendment takes effect. Where an amendment negatively affects, to more than a minor extent, the User's use of or access to a continuously supplied paid digital service, Section 8.5 and applicable mandatory consumer-protection rules also apply.

11.4. Notice of Amendments to the Terms

Depending on the nature of the amendment and applicable legal requirements, the Service Provider may notify the User of an amendment to these Terms in particular:

through the Axion user interface;
by a notice displayed in the Account;
by information displayed at login;
at an electronic mail address associated with the Axion Account and available to the Service Provider;
on a durable medium where required by law; or
through another appropriate electronic communication channel.

A notice concerning a material amendment appropriately identifies the substance of the amendment and its intended effective date.

The Service Provider makes the version of these Terms in force from time to time available on Axion's legal page.

11.5. Acceptance of Amended Terms

Where applicable law or the nature of the amendment requires the User's express acceptance, Axion may request acceptance of the new Terms through an appropriate electronic interface.

Where permitted by applicable law and where the amendment does not require express acceptance, the amended Terms may apply to continued use of Axion following appropriate advance notice.

This provision must not be interpreted as meaning that the User's mere silence or continued use constitutes acceptance of an amendment for which applicable mandatory law requires express consent.

11.6. Non-Acceptance of an Amendment

Where the User does not wish to continue using Axion under the amended terms, the User may be entitled to terminate the Account or contractual relationship in accordance with these Terms and applicable law.

Where applicable mandatory law grants a Consumer a separate right of termination, cancellation, refund or another right in connection with a material amendment, these Terms do not limit those rights.

Treatment of remaining Purchased Coin in such circumstances is governed by Chapter 7, in particular Section 7.16, and applicable mandatory law.

11.7. Urgent Amendments

In exceptional circumstances, the Service Provider may amend these Terms without advance notice or on shorter notice than usual where an immediate or urgent amendment is objectively necessary, in particular:

- to comply with legislation or a directly applicable legal requirement;
- to comply with a court or regulatory order;
- to address a significant security risk;
- to prevent active or imminently threatened abuse;
- to prevent fraud or other serious unlawful activity; or
- to address another urgent circumstance in which advance notice is not reasonably possible.

In such a case, the Service Provider provides appropriate information concerning the amendment and the reason for it where doing so is lawful and reasonably possible.

11.8. Other Notices

The Service Provider may send other legal, security, Account-related or Service-related notices under these Terms through the Axion interface, to an electronic contact associated with the Account or through another appropriate communication channel. The Service Provider's general support and complaints email address is support@axionaiapp.com.

The User is responsible for ensuring that contact details associated with the Account and within the User's control are appropriate and accessible.

The Privacy Policy governs the processing of contact details provided through Google OAuth or another Connected Service.

11.9. Changes to the Service Provider's Details

A change to the Service Provider's contact details, registered office, technical details or other administrative information that does not result in a change in the identity of the contracting party does not, in itself, require renewed contractual consent from the User, unless applicable law provides otherwise.

The Service Provider provides information concerning such a change where and in the manner required by law.

11.10. Transfer of the Service Provider's Contractual Position and Legal Succession

The Service Provider may be entitled, in connection with a transformation of the business relating to Axion, a change in corporate structure, legal succession, a transfer of a business line or another lawful organisational change, to transfer its contractual position under these Terms or operation of the Axion service to another appropriate legal entity. If the Service Provider, acting as a sole proprietor, establishes a single-member limited liability company under Hungarian law to continue the activity, rights and obligations arising from contracts concluded in the course of the sole-proprietor activity may pass to that company in accordance with the rules on legal succession under applicable law; this does not affect any additional liability rules that applicable law may attach to such transition.

Such a change may not result in an unlawful reduction of mandatory rights available to a Consumer.

The Service Provider informs the User of a change in the identity of the contracting party in the manner and within the period required by applicable law.

Where applicable law requires the User's consent or another additional condition for transfer of the contractual position, the transfer may take place only in accordance with that requirement.

11.11. Identity of the User and Account Sharing

Use of an Account by multiple persons in a manner not prohibited by these Terms does not, in itself, constitute a transfer of the agreement between the User and the Service Provider.

Even where an Account is shared, the User identified as the contractual holder or owner of the Account remains the Service Provider's contracting party unless the Service Provider expressly accepts transfer of the agreement or Account to another person.

The User may not transfer their contractual position or Account to another person without the Service Provider's prior approval to the extent that such restriction is permitted by applicable law.

This Section does not affect the preceding provisions concerning Account sharing, permissions and operations performed through the Account.

11.12. Failure to Enforce

If the Service Provider or the User does not exercise, or delays exercising, a right available under these Terms or applicable law in a particular case, this does not, in itself, constitute a waiver of that right.

A failure to take action in respect of a particular breach of contract or AUP violation does not mean that the conduct becomes permitted or that the Service Provider may not take action in respect of similar conduct in the future.

11.13. Severability

If any provision of these Terms is found to be wholly or partly invalid, unlawful or unenforceable, this does not affect the validity of the remaining provisions to the extent permitted by applicable law and the nature of the agreement.

The remaining provisions must continue to be interpreted in accordance with applicable law.

This Section must not be interpreted as permitting the Service Provider unilaterally to replace, to the detriment of a Consumer, a contractual term that is unfair or otherwise invalid with another term.

11.14. Contractual Documents

The contractual framework governing use of Axion between the User and the Service Provider consists in particular of:

these Terms and Conditions; and

the [Acceptable Use Policy](#), which forms part of these Terms.

together constitute that contractual framework.

A breach of the AUP may constitute a breach of these Terms, and the enforcement and termination provisions of these Terms apply to the AUP.

Where a specific Axion service becomes subject in the future to separate supplemental contractual terms, those supplemental terms will specify their relationship with these Terms.

11.15. Privacy and Other Notices

The Privacy Policy, [Cookie Notice](#), AI Transparency Notice, [Security & Trust](#) and the notice concerning Axion's provenance-marking or provenance system are important informational documents relating to the operation of Axion.

The legal function of these documents differs from the contractual function of these Terms and the AUP, and they do not, in themselves, form part of these Terms unless a provision of such document or these Terms expressly provides otherwise.

The Privacy Policy, in particular, informs data subjects about processing of personal data under applicable data-protection law, and acknowledgement of that policy does not, in itself, constitute general consent forming the legal basis for all Axion data processing.

The Cookie Notice and related consent management operate in accordance with applicable electronic-communications and data-protection rules.

11.16. Security & Trust Notice

The purpose of the Security & Trust notice or another security notice is to describe, for informational purposes and in reasonably accessible language, certain elements of Axion's security approach, relevant technical and organisational measures, reliability practices and security mechanisms applied at the relevant time.

The Service Provider seeks to ensure that such information is accurate and current.

Unless expressly provided otherwise or required by mandatory law, a technical description contained in the Security & Trust document does not constitute a separate service-level agreement (SLA), certification or result warranty not undertaken in these Terms, and must not be interpreted as a separate guarantee that Axion is invulnerable, absolutely secure or that any particular technology will be maintained indefinitely.

The Service Provider may modify or further develop security technologies and measures in response to risks, technological development and applicable requirements.

11.17. Electronic Contracting

The agreement governing use of Axion is concluded electronically.

As part of the contracting process, the User accepts these Terms and the AUP forming part of them through the electronic interface provided by Axion and is given access to the Privacy Policy, AI Transparency Notice and other relevant legal notices.

Recording that the User has reviewed or acknowledged the Privacy Policy does not automatically constitute consent under the GDPR to processing for which consent is not the applicable legal basis.

For the purpose of demonstrating conclusion of the agreement and the terms accepted, the Service Provider may record in particular:

- the version of the Terms accepted;
- the version of the AUP;
- the time of acceptance;
- data necessary to identify the relevant Account; and
- technical event data evidencing acceptance,

subject to the conditions specified in the Privacy Policy.

11.18. Initial Registration and Legal Documents

During initial Account registration, Axion provides an appropriate opportunity for the User, before conclusion of the agreement, to access these Terms and the AUP and to review the Privacy Policy, AI Transparency Notice and any other information required by law.

Axion may make creation of the Account or commencement of use of the Service conditional on acceptance of these Terms and the AUP. Reviewing or acknowledging the Privacy Policy, AI Transparency Notice or other informational documents is not the same as accepting them as contractual terms and does not, in itself, create general consent to data processing.

Google OAuth authentication used for registration does not replace the User's acceptance of Axion's contractual terms.

11.19. Versioning and Previous Terms

The Service Provider states the effective date and an appropriate version identifier on these Terms.

The Service Provider may make previous versions of the Terms appropriately accessible so that it can be determined which contractual terms were in force at a particular time.

The Service Provider may manage versioning of contractual documents and acceptance events in a manner that enables appropriate identification of the contractual version applicable to a particular Account.

11.20. Entire Agreement

These Terms, the AUP forming part of them and any additional express contractual terms applicable to a particular service together determine the contractual terms governing use of Axion.

For a Business User, these documents constitute the entire contractual agreement between the parties concerning use of Axion unless otherwise agreed in writing.

For a Consumer, this Section must not be interpreted as excluding the legal effect of any public statement, pre-contractual information or other circumstance that becomes part of the agreement or must otherwise be taken into account under applicable mandatory consumer-protection law.

11.21. Headings and References

The chapter and section headings in these Terms are primarily for ease of reference and do not, in themselves, modify the substance of any provision.

Unless otherwise provided, a reference in these Terms to another chapter, policy or document is to be interpreted as a reference to the version applicable from time to time, provided that any amendment to it has been made in accordance with these Terms and applicable law.

11.22. Final Provision

These Terms are effective from 2026.08.17.

Version: [1.0]

The Service Provider's full identification and contact details are set out in Chapter 1 and in the official contact interfaces identified in these Terms.

Nothing in these Terms may be interpreted as excluding or limiting any mandatory right of the User that the User cannot validly waive under applicable law.