AxiOne Terms and Conditions

Last Updated: May 23, 2025

These AxiOne Terms and Conditions ("Terms") are a legally binding agreement between Nidelor Ltd ("AxiOne," "Company," "we," "us," or "our") and you ("User," "you," or "your") regarding your use of the AxiOne software-as-a-service platform ("Service" or "Platform").

These Terms govern your access to and use of our website, AI-powered game development platform, specialized AI assistants, documentation tools, content generation services, and all other software, content, and intellectual property we make available to you (our "Services").

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services.

1. ELIGIBILITY AND ACCOUNT REGISTRATION

By using our Services, you confirm that you are at least 18 years of age or, if you are between 13 and 18 years old, that you are using our Services under the supervision of a parent or legal guardian.

To access the Services, you must register for an account. You agree that all information you provide will be correct and kept current. You are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your account.

AxiOne may revise these Terms at any time. Continued use of our Services after receiving notice of revisions constitutes acceptance of the updated Terms.

2. ACCEPTABLE USE

You are not permitted to, and you represent that you will not:

a. Use our Services in violation of any applicable law, rule, or regulation, including laws regarding intellectual property, privacy, or defamation

b. Generate content that is deceptive, hateful, harmful, obscene, offensive, or pornographic, or engage in harassment or abuse

c. Crawl, scrape, or extract data from our Services using automated mechanisms

d. Use any of our intellectual property to develop, train, or improve competing AI models or services

e. Reverse engineer, decompile, or attempt to discover the source code of our Services

f. Gain unauthorized access to our systems or introduce harmful materials like viruses or malware

g. Share personal information of children under 13 years of age

h. Deploy automated systems or AI agents for excessive content generation beyond normal user behavior

3. USER CONTENT AND AI-GENERATED ASSETS

a. Your Inputs ("Prompts"): You are responsible for all content you submit to our AI Assistants. You represent that you have all necessary rights to provide such content and that it does not violate any laws or these Terms.

b. AI-Generated Content: You retain ownership of content generated by our AI Assistants based on your inputs ("Generated Assets"). However, you acknowledge that:

- Generated Assets may be similar to content created for other users
- You are solely responsible for determining if Generated Assets are appropriate for your use
- We make no warranties regarding the accuracy or completeness of Generated Assets

c. Training and Improvement: We may use your textual prompts to improve our Services. We will only use your Generated Assets to train your custom models (if applicable), except for publicly available content.

d. Usage Data: We own all data related to your use of the Services, including performance metrics and usage patterns.

4. CREDITS AND SUBSCRIPTION SYSTEM

a. Credits System: Our Services use an internal credit system to track usage of AI features and asset generation. Credit pricing and exchange rates are published on our website and may be updated periodically.

b. Subscription Plans: We offer multiple subscription tiers with varying credit allocations and daily bonus credits. Current plans and pricing are available on our website.

c. Credit Usage:

- Daily bonus credits renew at 00:00 UTC and do not roll over
- Monthly subscription credits are added to your main account balance
- Daily bonus credits are consumed before main account credits

d. Payment: All fees are payable in advance according to your chosen billing cycle. You authorize us to charge your payment method for applicable fees and taxes.

e. Refunds: All fees are generally non-refundable, except as required by applicable consumer protection laws.

5. INTELLECTUAL PROPERTY

a. Our Services: AxiOne owns all rights to the Services, including software, AI models, and proprietary technology. These Terms grant you only the limited right to use the Services as described.

b. Your Content: You retain ownership of content you create using our Services, subject to the license grants in these Terms.

c. Trademarks: You may not use AxiOne's name, logos, or trademarks without our prior written consent.

6. PRIVACY AND DATA PROTECTION

We process your data in accordance with our Privacy Policy and applicable data protection laws, including GDPR where applicable. You may export your content at any time through our export features.

7. DISCLAIMERS AND LIMITATION OF LIABILITY

a. Service Availability: We strive to maintain service availability but do not guarantee uninterrupted access. We may modify, suspend, or discontinue features at any time.

b. Disclaimer of Warranties: THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. WE DISCLAIM ALL WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

c. Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT YOU PAID FOR THE SERVICES IN THE 12 MONTHS PRECEDING THE CLAIM.

8. INDEMNIFICATION

You agree to indemnify and hold us harmless from any claims arising from your use of the Services, your Generated Assets, or your violation of these Terms.

9. TERMINATION

a. By You: You may terminate your account at any time by canceling your subscription.

b. By Us: We may suspend or terminate your account for violation of these Terms or other harmful conduct.

c. Effect: Upon termination, your right to use the Services ends immediately. You may export your data for 30 days after termination.

10. DISPUTE RESOLUTION

a. Governing Law: These Terms are governed by the laws of the Republic of Cyprus.

b. Dispute Resolution: Disputes will be resolved through the competent courts of Cyprus. For international users, we encourage good faith negotiations before formal legal proceedings.

c. Consumer Rights: These Terms do not limit consumer rights under applicable law, including EU consumer protection regulations.

11. THIRD-PARTY SERVICES AND AI MODELS

a. Third-Party AI Models: Our Services integrate with and utilize third-party artificial intelligence models and language learning models (LLMs) from various providers, including but not limited to OpenAI, Anthropic, Google, and other AI service providers.

b. User Agreement to Third-Party Terms: By using our Services, you acknowledge and agree that:

- Your use of AI features may involve processing by third-party AI providers
- You are bound by and must comply with the terms of service, usage policies, and acceptable use policies of these third-party providers
- You are responsible for ensuring your prompts and usage comply with all applicable third-party terms
- Violation of third-party terms may result in suspension or termination of your access to our Services

c. Third-Party Content and Results: You acknowledge that:

- AI-generated content is produced by third-party models that we do not own or control
- We have no control over the accuracy, appropriateness, or quality of third-party AI responses
- Third-party AI models may generate similar content for other users
- AI responses may contain inaccuracies, biases, or inappropriate content

d. Disclaimer of Liability for Third-Party Services:

- **WE EXPRESSLY DISCLAIM ALL LIABILITY** for the actions, results, outputs, or failures of third-party AI services
- We are not responsible for any damages, losses, or harm resulting from third-party AI model outputs
- We do not warrant or guarantee the performance, availability, or results of third-party AI services
- Any disputes regarding third-party AI services must be resolved directly with the respective provider

e. Service Changes: Third-party AI providers may modify, discontinue, or restrict access to their services at any time, which may affect the availability or functionality of our Services. We are not liable for such changes.

12. OTHER THIRD-PARTY INTEGRATIONS

Our Services may integrate with other third-party tools, platforms, or services beyond AI models. Your use of such integrations is subject to their respective terms and conditions. We are not responsible for third-party services or content.

13. EXPORT COMPLIANCE

You are responsible for complying with applicable export control laws and represent that you are not located in embargoed territories or on restricted parties lists.

14. GENERAL PROVISIONS

a. Entire Agreement: These Terms and our Privacy Policy constitute the entire agreement between you and AxiOne.

b. Changes: We may update these Terms by posting revised versions on our website. Material changes will be communicated with reasonable notice.

c. Severability: If any provision is found unenforceable, the remaining provisions remain in full effect.

d. Assignment: You may not assign these Terms without our consent. We may assign our rights and obligations without restriction.

e. Force Majeure: We are not liable for delays or failures due to circumstances beyond our reasonable control.

f. Fair Use: You agree to use our Services fairly and responsibly. Excessive automated usage or activities that strain our infrastructure may result in account suspension.

15. CONTACT INFORMATION

For questions about these Terms, contact us at: **legal@axione.ai**

Nidelor Ltd - Registered in Cyprus

By using AxiOne's Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and Conditions.