

Introduction and overview

1.1 Purpose and Scope

This Terms of Service Agreement ("Agreement") is a legally binding contract between you ("User" or "you") and AIXR LTD (company number 14982097) ("AIXR", "we", "us", or "our"), a company registered in the United Kingdom with the registered office address 15 Eastwood Road, Rayleigh, Essex, United Kingdom, SS6 7JD.

This Agreement governs your access to and use of the AIXR Platform (the "Platform"), Website ("www.aixr.org"), applications, services, and content (collectively, the "Services").

AIXR provides an online Platform dedicated to providing resources, courses, networking tools, and job placement services for professionals and businesses in the artificial intelligence, blockchain, and virtual/augmented reality technologies (metaverse) industries. Our Services include, but are not limited to, curated on-demand courses, resource libraries, professional networking tools, and job placement support.

1.2 Acceptance of Terms

By accessing or using our Services, you agree to be bound by this Agreement, our [Privacy Policy](#), our [Community Guidelines](#), and any additional terms and conditions, guidelines, or policies that may be applicable to specific features or sections of our Services (collectively, the "Additional Terms"). If you do not agree to this Agreement and the Additional Terms, you must not access or use our Services.

You may not transfer any of your rights or obligations under these Terms to any third party without our prior written consent. Any unauthorised transfer or assignment will be considered a violation of these Terms and may result in the termination of your account.

1.3 Changes to the Agreement

We reserve the right to modify or update this Agreement at our sole discretion at any time. We will notify you of any material changes to the Agreement by posting the updated version on our Website or through other appropriate communication channels. Your continued access to or use of our Services after the effective date of the changes constitutes your acceptance of the updated Agreement. If you do not agree to the changes, you must stop accessing or using our Services.

If the ownership or control of all or part of our Platform or its assets changes, we may transfer your information to the new owner or controlling party. In such an event, we will notify you of the change in ownership or control and provide you with an opportunity to delete your account and personal information, should you choose to do so.

1.4 Applicable Law and Jurisdiction

This Agreement and any disputes or claims arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. Both parties agree to submit to the exclusive jurisdiction of the courts of England and Wales to resolve any disputes or claims arising out of or in connection with this Agreement.

Eligibility and Account Creation

2.1 Account Requirements

Users must be at least 16 years old to create an account on the AIXR Platform. By creating an account, users represent and warrant that they meet this age requirement. AIXR does not ask for users' dates of birth but reserves the right to request proof of age if there is reason to believe that a user does not meet the age requirement. Accounts found to be held by users below the age of 16 may be suspended or terminated at AIXR's discretion.

2.2 Account Types

There are two main types of accounts available on the AIXR Platform:

- a. Individual Account: This account is for individual users and offers two membership levels:
 - i. Free Membership: Provides access to the Platform with some tools or resources limited or restricted, and access to free courses and free resources only.
 - ii. Professional Membership: Grants full access to the Platform with all tools unlocked. Eligible Professional members may be invited to join the Advisor Status program, which offers elevated perks.
- b. Teams Account: This account type is for companies that wish to create a team and invite individual users to join their team. The company can assign and pay for either Free or Professional seats for the users on their team. Billing responsibility is on the team administrator. Only those authorised to represent the company should create the account. The individual who creates the company account will become the administrator of the company's team account.

2.3 Account Information and Security

Users are responsible for providing accurate, current, and complete information during the account registration process and for updating their account information as necessary. Users are responsible for maintaining the confidentiality of their account credentials, and they agree to accept responsibility for all activities that occur under their account. AIXR reserves the right to suspend or terminate accounts with inaccurate or incomplete information or in cases of suspected unauthorised use.

We reserve the right to change your username in certain circumstances, such as when another user claims the username, and it appears unrelated to the name you use in everyday life. We will notify you of any changes to your username and provide an explanation for the change.

2.4 Account Termination

AIXR reserves the right to suspend or terminate user accounts at its discretion for any reason, including, but not limited to, violation of these Terms of Service, violation of applicable laws or regulations, or for any other reason deemed necessary by AIXR. Users may cancel their membership at any time by following the

cancellation process on the Platform. Cancellation must be completed prior to the renewal date, and requests for cancellation via email will not be accepted.

We reserve the right to disable or delete your account if, after registration, your account remains unconfirmed, is unused and inactive for an extended period, or if we detect unauthorized usage of your account. If you delete your account or if we disable or delete your account due to a violation of these Terms, the agreement between you and us under these Terms shall terminate. However, certain provisions will remain in effect, as specified in the terms of service.

Content and Conduct Guidelines

3.1. Community Guidelines and Consequences

AIXR has a separate Community Guidelines policy that outlines the expectations for user behaviour on the Platform. By using the Platform, users agree to abide by these guidelines.

Users acknowledge that if they violate any of the Community Guidelines or other policies outlined in the terms of service, their membership may be suspended or terminated without refund, at AIXR's sole discretion.

3.2 User-generated content (ownership and rights)

Users retain ownership of the content they upload but grant AIXR a non-exclusive, royalty-free, worldwide licence to use, reproduce, distribute, and display the content for the purpose of operating, promoting, and improving the Platform.

Users warrant that they have the necessary rights and permissions to upload and share the content on the Platform, and that the content does not infringe on any third-party rights, including copyright, trademark, or other intellectual property rights.

AIXR reserves the right to remove or modify any content that violates the terms of service, applicable laws, or is deemed inappropriate or harmful at AIXR's sole discretion.

3.3 Sponsored and Partnered Content

Sponsored and partnered content must be clearly labelled as such and must meet AIXR's content quality policy. AIXR reserves the right to review, approve, or reject any sponsored or partnered content submitted for publication on the Platform.

Advertisers and partners are responsible for ensuring that their sponsored and partnered content complies with all applicable UK laws and regulations, including but not limited to the UK Advertising Standards Authority (ASA) guidelines, the Consumer Protection from Unfair Trading Regulations 2008, and the Business Protection from Misleading Marketing Regulations 2008.

AIXR is not liable for any claims, damages, or losses arising from sponsored or partnered content published on the Platform. Advertisers and partners agree to indemnify, defend, and hold AIXR harmless from any claims, damages, or losses related to their sponsored or partnered content.

AIXR reserves the right, at its sole discretion, to modify or remove any sponsored or partnered content that does not meet its content quality policy, violates any applicable laws or regulations, or is otherwise deemed inappropriate.

Intellectual Property and Copyright

4.1 Intellectual Property Rights

All intellectual property rights, including, but not limited to, copyrights, trademarks, patents, and trade secrets, in the content available on the Platform (including but not limited to text, graphics, logos, images, videos, and software) are owned by AIXR, its licensors, or the respective content creators.

Users are granted a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform and its content for personal purposes and for businesses to upskill their staff or find business partnerships, in accordance with these Terms of Service.

We greatly appreciate your feedback and suggestions regarding our products and services. By submitting feedback or suggestions to us, you agree that we have the right to use them without any restriction or obligation to compensate you. This includes, but is not limited to, implementing changes to our Platform, improving our services, and developing new features or products based on your input.

4.2 Trademarks

AIXR, the AIXR logo, and any other product or service names, logos, or slogans that may appear on the Platform are trademarks of AIXR and may not be copied, imitated, or used, in whole or in part, without the prior written permission of AIXR.

All other trademarks, registered trademarks, product names, and company names or logos mentioned on the Platform are the property of their respective owners and may not be used without permission from the respective trademark holder.

4.3 Copyright Infringement

AIXR respects the intellectual property rights of others and expects users to do the same. Users must not upload, post, or share any content that infringes upon the copyrights, trademarks, or other intellectual property rights of any third party.

In accordance with the UK Copyright, Designs and Patents Act 1988, AIXR will respond to notices of alleged copyright infringement and may terminate the accounts of repeat infringers.

4.4 Prohibited Activities

Users are strictly prohibited from engaging in activities that violate the intellectual property rights of others, including, but not limited to, data scraping, screen recording, unauthorised reproduction, distribution, or modification of copyrighted content, or any other activities that infringe upon the rights of third parties.

Data Collection, Usage, and Sharing

5.1 Data & Privacy Policy

AIXR is committed to protecting the privacy of its users. The Platform collects, uses, and shares personal and company data in accordance with its separate Privacy Policy, which provides detailed information about AIXR's data collection, usage, and sharing practices.

By using AIXR's Platform and services, users agree to the collection, use, and sharing of their personal and company data as outlined in the Privacy Policy. Users are encouraged to review the Privacy Policy to understand their rights and AIXR's obligations concerning data protection and privacy.

AIXR's Privacy Policy is incorporated into these terms of service by reference and can be found at [\[link to the privacy policy\]](#).

By accepting these terms of service, users also acknowledge and agree that AIXR may share their personal and company data with third parties as necessary to provide, maintain, and improve the Platform and its services, and in accordance with applicable laws and regulations.

If users have any questions or concerns regarding their personal data or wish to exercise their rights under UK law, they should contact AIXR's data protection officer at legal@aixr.org.

Subscription Terms and Pricing

6.1 Subscription Plans and Duration

AIXR offers two types of subscription plans: Monthly and Yearly. Monthly subscriptions are billed every month, while yearly subscriptions are billed once per year. Both plans automatically renew and are charged at the end of each billing period, unless cancelled in accordance with these terms. The billing period starts from the date the user subscribes and makes their first payment. AIXR services and products are available immediately upon successful payment.

Team account types can add additional seats to their subscription at any point in the billing period, and the cost will be prorated based on the time remaining in the current billing period. Downgrading the number of seats for a team subscription will only take effect from the next billing period.

By subscribing to AIXR, the user agrees to be charged automatically for their subscription fees at the end of each billing period. Users are responsible for updating their payment information to ensure the continuation of their subscription. Invoices can be accessed and downloaded directly from the AIXR Platform.

6.2 Cancellation and Termination

Members may cancel their subscription at any time through the Platform. Cancellation must be completed prior to the renewal date; otherwise, the subscription will renew for the next billing period, and the user will be charged accordingly. No refunds will be issued for partially used billing periods. AIXR reserves the right to suspend or terminate accounts for violations of these terms or for non-payment of subscription fees.

6.3 Pricing and Changes

Members who joined AIXR before May 1st, 2023, are considered to be on a "Founders Rate" and maintain all previous benefits associated with their subscription plan. If a member on the Founders Rate has a payment failure or makes changes to their subscription, they will lose their legacy pricing status and be subject to the current subscription rates.

AIXR reserves the right to modify its subscription pricing at any time. Members will be notified of any price changes at least 30 days before they take effect. Continuing to use the Platform after the effective date of the price change constitutes acceptance of the new pricing terms.

Add-on and enterprise services, including but not limited to dedicated account management, customised training materials, and priority support, may be available for an additional fee and are subject to separate and additional terms.

Payments for subscriptions and other services are processed through a third-party payment processor. AIXR does not store any billing information directly. By providing payment information to AIXR, you agree to the terms and conditions of the third-party payment processor and authorise AIXR to charge your payment method for the applicable fees.

6.4 Taxes

Subscription fees and other charges may be subject to applicable taxes, which will be added to the total amount due. Members are responsible for any taxes associated with their use of the Platform, and they agree to pay any such taxes that become due.

Account Restrictions and Fair Use

7.1 Account Sharing Prohibition

Users are strictly prohibited from sharing their account credentials (username and password) with others. Each account is intended for individual use only. AIXR reserves the right to suspend or terminate any account found to be in violation of this rule, without prior notice or liability.

7.2 Fair Use of the Platform

Users are expected to use the Platform responsibly and within the limits of fair use. AIXR may monitor and restrict usage that it deems excessive or disruptive, including but not limited to, excessive bandwidth consumption, server load, or other system resources. Users who engage in activities that negatively impact the Platform or other users may have their accounts suspended or terminated.

7.3 Suspension and Termination for Policy Violations

AIXR reserves the right, at its sole discretion, to suspend or terminate any account found to be in violation of these terms of service or any other applicable policies. Examples of policy violations include, but are not limited to, engaging in prohibited content and activities, providing false or misleading information during account registration, or violating intellectual property rights.

7.4 Suspension and Termination for Payment Failures

If a user's subscription payment fails, AIXR reserves the right to suspend or terminate the user's account. The user will be notified of the payment failure and given a grace period to rectify the issue. If the user fails to resolve the payment issue within the grace period, AIXR may suspend or terminate the account without further notice.

7.5 Downgrading Premium Membership

If a paid subscriber cancels their premium membership, they will automatically be downgraded to a free membership. AIXR may not retain any user data associated with premium tools in the event a member wishes to upgrade again. Users are responsible for retaining or exporting any data they wish to preserve before downgrading their membership.

7.6 Teams Account Deprovisioning

Team account users may deprovision individual accounts from paid membership. The individual's account will be released from the team, and the individual will retain access on an individual basis for their account. They will have the opportunity to link their account to a different team at a later date.

Dispute Resolution and Liability

8.1 Service Availability and Uptime

AIXR endeavours to provide continuous and reliable access to its Platform and services. Notwithstanding, AIXR offers no guarantee of uninterrupted or error-free operation of the Platform, which may be subject to periodic downtime for maintenance, updates, or other reasons beyond AIXR's control.

AIXR shall not be liable for any loss, damage, or inconvenience resulting from any interruption or downtime of the Platform or services.

8.2 Disclaimer of Warranties

The Platform, services, and content provided by AIXR are furnished on an "as is" and "as available" basis. AIXR makes no representations or warranties of any kind, express or implied, concerning the accuracy, completeness, or reliability of the content, services, or Platform.

AIXR disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

AIXR does not warrant that the content or services provided will meet users' requirements, be error-free, or that any errors in the content or services will be corrected.

8.3 Liability Limitations

Users expressly acknowledge and agree that their use of the Platform, services, and content is at their sole risk and responsibility.

To the maximum extent permitted by law, AIXR, its affiliates, and their respective directors, officers, employees, and agents shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, resulting from the use of or inability to use the Platform, any unauthorised access to or alteration of user data, any content or conduct of any third party on the Platform, or any other matter relating to the Platform.

In no event shall AIXR's total liability to a user for any claim arising out of or in connection with these Terms of Service or the use of the Platform exceed the amount paid by the user to AIXR for the services provided during the 12 months immediately preceding the date on which the claim arose.

8.4 Indemnification

The user agrees to indemnify, defend, and hold harmless AIXR, its affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses, including but not limited to legal fees, arising from the user's use of and access to the Platform, violation of these Terms of Service, or infringement of any intellectual property or other right of any person or entity.

8.5 Dispute Resolution

Users and AIXR agree to first attempt to resolve any dispute informally by contacting each other and discussing the issue in good faith, as mentioned in the previous response.

We encourage you to contact our customer support team on supporter@aixr.org to resolve any issues you may encounter while using the AIXR Platform. If you are not satisfied with the resolution provided we will then escalate it to upper support management for review or resolution.

If a dispute cannot be resolved informally, both parties agree to use alternative dispute resolution methods, such as mediation or arbitration, before resorting to court action.

Users acknowledge and agree that their recourse to dispute resolution through the courts is limited to the extent permitted by applicable law, and that any claim arising out of or in connection with these Terms of Service or the use of the Platform must be filed within one (1) year after the cause of action arose, or it shall be permanently barred.

8.6 Severability

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Service shall remain in full force and effect.