

REFUND & CANCELLATION AGREEMENT

MX12 LLC

Effective Date: May 19, 2026

Company: MX12 LLC, Delaware Limited Liability Company

Website: mirrax12.world

Governing Law: State of Delaware, USA

Compliance: Delaware Code Title 6; general principles of Delaware contract law

IMPORTANT NOTICE — READ BEFORE ACCEPTING

BY CLICKING "I AGREE", "ACCEPT", PLACING AN ORDER, MAKING PAYMENT, OR USING MX12 LLC SERVICES, YOU CONFIRM THAT YOU: have read this Agreement in full; understand its legal consequences; accept it voluntarily and without coercion; agree to be legally bound by its terms.

IF YOU DO NOT AGREE — YOU MAY NOT PLACE AN ORDER OR USE THE COMPANY'S SERVICES.

1. DEFINITIONS

"Company" — MX12 LLC, Delaware Limited Liability Company, incorporated pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.).

"Client" — an individual or legal entity purchasing Services and having accepted this Agreement.

"Services" — managed technical, operational, AI-supported, and other service offerings of the Company, including access to the Widget, AI System, and other functionality.

"Widget" — a software interface or embeddable element provided to the Client for integration into its product or platform.

"AI System" — an artificial intelligence system including tools powered by Google Gemini and other neural network models.

"SOW" — Statement of Work, an individual technical specification defining the scope, timeline, and cost of Services.

"Service Commencement Date" — the moment of actual commencement of the Company's obligations as defined in Section 3.

"Fixed Payments" — agreed recurring or contractual payments under an active agreement or SOW.

"Chargeback" — the Client's initiation of a payment reversal through a bank or payment system bypassing direct resolution with the Company.

"ETF Calculation Base" — the aggregate amount of all remaining Fixed Payments under the active SOW as of the termination date, calculated based on the agreed monthly fee multiplied by the number of remaining months of the contract.

"Internal Balance" — accounting units in the Client's MX12 system account formed through top-up (Balance Top-up) and intended exclusively for payment of MX12 Services. Not a bank deposit, electronic money, or payment instrument.

"Balance Top-up" — the Client's transfer of funds to the Internal Balance for subsequent payment of Services.

"Service Package / Minutes" — a prepaid volume of resources (call minutes, message packages, or other units) purchased by the Client for a specified validity period.

"Communication Channels" — official communication channels of the Parties: the Company's internal ticket system, email, and messengers WhatsApp and Telegram. All communications through these channels are subject to this Agreement and the Delaware Electronic Transactions Act.

2. NATURE OF SERVICES AND COMMERCIAL GROUNDS

2.1 Services are commitment-based and require advance resource allocation: personnel reservation; operational infrastructure; onboarding and system configuration; activation of external licenses; reservation of AI capacity (Google Gemini API and others), billed independently of actual use and non-refundable under vendor agreements.

The Client expressly acknowledges that AI resource payments are made by the Company in advance on the Client's behalf and are non-refundable – constituting an independent ground for the non-refundable nature of the corresponding portion of the Fee.

2.2 Resource allocation is made exclusively for a specific project and objectively limits the ability to apply such resources to other clients during the same period.

2.3 The Agreement is based on general principles of Delaware contract law. Refund limitation terms based on actual pre-incurred costs are valid pursuant to Restatement (Second) of Contracts § 356 as applied by Delaware courts, provided they represent a reasonable pre-estimate of damages and not a penalty.

2.4 Currency Clause. All payments are made in US dollars (USD). If the Client pays in another currency – the exchange rate on the payment date applies. Currency risks are borne by the Client. The Company is not liable for exchange rate differences between the invoice date and payment date.

3. SERVICE COMMENCEMENT DATE

3.1 Service Commencement Moment. Services are deemed actually commenced upon the occurrence of any of the following events – whichever occurs first:

- top-up of the Internal Balance or purchase of a Service Package; – first contact by a Company representative (developer or support) with the Client through any Communication Channel (email, WhatsApp, Telegram, internal system) to discuss integration, configuration, or other Service-related matters; – provision to the Client of access to documentation, API keys, or Widget code; – sending the Client written confirmation of project launch; – reservation or assignment of personnel for the Client's project; – commencement of onboarding, configuration, or technical setup; – receipt from the Client of data, instructions, brief, or working information; – activation of API keys or AI capacity; – commencement of any project task.

3.2 The Client acknowledges that from the moment any of the above events occurs, the Company incurs operational expenses and funds paid become fully non-refundable pursuant to Section 5.

3.3 Confirmation of Access Provision. The fact of provision of API keys, documentation, or Widget code access is deemed confirmed by the presence of any of the following: an email with an attachment or link; a message in a Communication Channel containing keys, links, or instructions; a ticket system record; system logs of API key generation or activation. The Client may not deny receipt of access where any of the above evidence is present.

3.4 The Service Commencement Date is determined based on the objective actions of the Parties, established by the Company in good faith in accordance with general principles of Delaware contract law.

4. CANCELLATION PRIOR TO SERVICE COMMENCEMENT

4.1 Prior to the Service Commencement Date, the Client may submit a written cancellation request. The request must be submitted no later than **twenty-four (24) hours** before the scheduled start date — after this period, cancellation is treated as post-commencement cancellation.

4.2 Upon receipt of a justified request, the Company may retain: bank and payment system fees (2–5%); connection, onboarding, and administration charges; third-party costs incurred on the Client's behalf; cost of already activated AI resources and licenses; other direct costs that are documented.

4.3 Pre-commencement refund is not an unconditional right. The Company reviews each request individually. Approval does not create precedent.

4.4 Mandatory consumer rights are preserved to the extent provided by applicable law and cannot be excluded by agreement of the parties.

4.5 An approved refund is made to the original payment method within **thirty (30) business days** of written confirmation. The Client must submit a request within **seven (7) calendar days** of the grounds arising — after this period the right to have the request considered is forfeited.

5. NO REFUND AFTER SERVICE COMMENCEMENT

5.1 After the Service Commencement Date, all paid amounts are deemed fully earned by the Company. In particular: pro-rata refunds for unused periods are not provided; non-use of Services is not grounds for refund; changes in the Client's business decisions or strategy are not grounds; absence of tasks or Client activity does not exempt from payment;

subjective dissatisfaction is not grounds in the absence of a breach of measurable SLA metrics.

5.2 This provision applies to the maximum extent permitted by law. Delaware courts recognize the validity of refund limitations in B2B agreements where there is consideration and voluntary acceptance of terms.

5.3 Provision of access to the Widget, AI System, API keys, or any functionality constitutes commencement of Services regardless of actual use. Activation entails immediate non-refundable AI infrastructure costs.

5.4 The Client confirms having read this Section and accepts the non-refundable nature of payments as a material term of the Agreement without which the Company would not have commenced Services.

5.5 Partial Performance. If Services were partially rendered prior to termination – the Company invoices proportionally to the volume actually performed plus ETF pursuant to Section 6. Partial performance does not reduce the ETF Calculation Base.

5.6 Internal Balance. Funds in the Internal Balance do not expire while the agreement between the Parties remains in force. Upon termination of the agreement for any reason, the unused Internal Balance is forfeited without compensation unless otherwise expressly provided in writing by the Parties. Internal Balance funds are strictly non-refundable and may be used exclusively for payment of Company Services. The Internal Balance may not be withdrawn to third-party accounts.

5.7 Service Packages and Minutes. A purchased Service Package or call Minutes have a validity period of **thirty (30) calendar days** from the date of purchase. Upon expiration, any unused balance is cancelled without compensation regardless of the reason for non-use. Non-use of a Package due to reasons attributable to the Client – including incomplete integration, technical difficulties on the Client's side, compliance issues, or account suspension due to the Client's fault – does not create a right to extend the validity period, receive a refund, or credit the remaining balance toward future periods.

5.8 Integration Responsibility. The Company provides technology, documentation, and support on an "as-is" basis. If the Client was unable to integrate the product during the Package validity period – this is not

grounds for a refund, Package extension, or compensation. Responsibility for timely integration rests exclusively with the Client.

5.9 Account Suspension and Package Validity. Upon suspension of the Client's account by the Company due to AUP violation, non-payment, fraud suspicion, or other Client violations — the Package validity period continues to run in the normal course. Such suspension does not suspend or extend the Package term. The sole exception is suspension due to confirmed Force Majeure — in which case the Package validity period is extended by the duration of the Force Majeure upon the Company's written confirmation.

6. EARLY TERMINATION

6.1 Upon early termination after the Service Commencement Date — at the initiative of either Party and for any reason — the Client pays simultaneously:

(a) all unpaid amounts for the current billing period; **AND**

(b) an Early Termination Fee (**ETF**) equal to **forty percent (40%)** of the ETF Calculation Base, but not exceeding the amount equivalent to **three (3) months** of Fixed Payments.

6.2 ETF Calculation Example. Monthly fee \$5,000, contract remainder 6 months: Base = \$30,000. $ETF = 40\% \times \$30,000 = \$12,000$. Cap = \$15,000. Total ETF = \$12,000.

6.3 ETF constitutes pre-estimated damages (liquidated damages) — a reasonable advance assessment of the Company's losses from early termination, not a penalty — pursuant to general principles of Delaware contract law (Restatement (Second) of Contracts § 356). The Parties confirm that: actual losses from early termination are difficult to precisely determine at the time of entering into the Agreement; the agreed ETF amount is a reasonable estimate of such losses taking into account personnel, infrastructure costs, and lost opportunities; ETF is not a punitive measure.

6.4 Payment within **ten (10) calendar days** of the termination date. Late payment — interest at **1.5% per month** on the outstanding amount.

6.5 Upon non-payment of ETF within the deadline, the Company may refer the claim to AAA arbitration or a professional collector without additional notice. All collection costs are borne by the Client.

6.6 Early termination does not release the Client from payment for Services actually rendered prior to the termination date.

6.7 Suspension as Alternative to Termination. At the Company's discretion, instead of termination the Company may initiate temporary suspension of Services due to the Client's violation of Agreement terms or AUP, an investigation, or other grounds provided in the MX12 document package — for up to **thirty (30) days** with the right to resume upon remediation of the grounds. The suspension period is not counted toward the contract term and does not reduce the ETF Base. This Section does not apply to voluntary subscription suspension at the Client's request pursuant to Section 7.5.

6.8 Force Majeure and Termination. Upon termination due to Force Majeure lasting more than **thirty (30) days**: ETF does not apply; the Client pays only for Services rendered prior to the Force Majeure event; advance payments for the Force Majeure period are reviewed individually taking into account the Company's documented non-refundable costs.

7. SUBSCRIPTIONS AND RETAINERS

7.1 Paid in advance for each billing period prior to its commencement.

7.2 Cancellation takes effect at the end of the current paid period. Early termination mid-period does not entail recalculation or refund.

7.3 Refunds for unused subscription periods are not provided — except where the Company has breached a material term of the Agreement as confirmed in writing.

7.4 Downgrading to a plan with a smaller volume mid-paid-period does not entitle the Client to a refund of the difference.

7.5 Voluntary Subscription Suspension at Client's Request. The Client may request voluntary suspension no more than **once (1) per year** for no more than **thirty (30) days** without ETF accrual. Request must be submitted no less than **seven (7) days** before the desired suspension period. Suspension does not extend the paid period.

8. CHARGEBACKS, PAYMENT DISPUTES, AND EVIDENCE

8.1 Prior to initiating a chargeback, the Client must send the Company written notice through Communication Channels describing the claim and allow **ten (10) business days** for resolution.

8.2 Initiating a chargeback without complying with Section 8.1 constitutes a material breach of this Agreement.

8.3 Upon an unjustified chargeback, the Client pays a fixed fee of **\$500** for dispute processing, reflecting anticipated internal administrative costs of the Company including: employee time for preparing a response; costs of interacting with payment systems; finance department costs for review and documentation; legal support costs for the dispute. In addition, the Client pays: all bank and payment system fees; additional Company administrative costs; reasonable legal defense costs.

8.4 The \$500 fee constitutes pre-estimated damages (liquidated damages) — a reasonable assessment of the Company's administrative losses from processing an unjustified chargeback — pursuant to general principles of Delaware contract law. This amount is not a penalty.

8.5 MX12 maintains complete documentation of all Services. Upon systematic chargebacks (two or more in twelve months), the Company may require prepayment for all subsequent periods or terminate the agreement with ETF.

8.6 Initiating a chargeback entitles the Company to immediately suspend all Services pending resolution. If unresolved within **thirty (30) days** — the Company refers the claim to AAA arbitration or a collector. All collection costs are borne by the Client.

8.7 Electronic Communications as Evidence. The Parties agree that records of communications through Communication Channels — including email, WhatsApp, Telegram, and the internal ticket system — are competent electronic records pursuant to the Delaware Electronic Transactions Act (6 Del. C. § 12A-101 et seq.) and E-SIGN Act (15 U.S.C. § 7001 et seq.). The Parties expressly agree not to object to the admission of such records as evidence solely on the ground that they are electronic communications. Such records may be introduced in arbitration and court proceedings as confirmation of: the fact of provision of consulting and technical Services; the content of instructions provided by the Client to the Company; the fact

of provision of access to documentation, API keys, and Widget code; the Service Commencement Date within the meaning of Section 3.

8.8 Communications Retention. The Company retains communication logs through Communication Channels for the term of the agreement plus **three (3) years** for dispute resolution and chargeback defense purposes. This retention period is consistent with MX12's Privacy Policy. The Client independently bears responsibility for preserving its own copies of communications.

9. CONSUMER RIGHTS

9.1 If the Client is a consumer — mandatory rights to cancellation or refund apply to the extent provided by applicable law and cannot be excluded by agreement of the parties.

9.2 Upon commencement of Services at the Client's direct request before expiration of any legally provided cancellation period — the right to refund may be limited to the extent permitted by applicable law.

9.3 Nothing in this Agreement limits rights that under applicable law cannot be excluded or limited by agreement of the parties.

9.4 This Agreement is designed for B2B relationships. Clients — legal entities and sole proprietors — enter into it for commercial purposes and do not benefit from the enhanced consumer protection provided for individual consumers.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Laws of the State of Delaware, USA without regard to conflict of laws rules.

10.2 All disputes — pursuant to the MSA: mandatory AAA arbitration, Wilmington, Delaware.

10.3 Class action waiver. All claims are submitted exclusively on an individual basis.

10.4 Statute of limitations — **one (1) year** from the date the cause of action arises. This period is consistent with the MX12 MSA and applies as a uniform period across the document package.

11. ELECTRONIC CONSENT

Delaware Electronic Transactions Act (6 Del. C. § 12A-101 et seq.) and E-SIGN Act (15 U.S.C. § 7001 et seq.).

12. ENTIRE AGREEMENT

12.1 This Agreement is a mandatory part of the contractual relationship and applies to all Services.

12.2 In the event of conflict between this Agreement and other documents on matters of refund and cancellation — this Agreement takes precedence.

12.3 An invalid provision is modified to the minimum extent necessary. Remaining provisions retain full force.

12.4 Updates — with **thirty (30) days'** notice. Continued use = acceptance.

13. SURVIVAL OF PROVISIONS

The following provisions survive termination of the agreement for any reason: Section 5 (non-refundability); Section 6 (ETF and interest); Section 8 (chargebacks and evidence); Section 10 (governing law and arbitration); Client payment obligations; communication retention obligations (Section 8.8).