

TERMS OF SERVICE

MX12 LLC

Effective Date: May 19, 2026

Company: MX12 LLC, Delaware Limited Liability Company

Website: mirrax12.world

Governing Law: State of Delaware, USA (Delaware Code Title 6)

IMPORTANT — LEGALLY BINDING AGREEMENT

BY CLICKING "I AGREE", CREATING AN ACCOUNT, ORDERING SERVICES, OR USING MX12 LLC SERVICES, YOU:

- confirm that you have the legal capacity to enter into a contract;
- accept these Terms in full;
- agree to mandatory arbitration and waive the right to jury trial;
- waive participation in class actions;
- confirm that you have reviewed all related Policies.

IF YOU DO NOT AGREE — YOU MAY NOT USE MX12 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 using MX12 Services and having accepted these Terms.

"Services" — managed customer support, AI widget powered by Google Gemini, VoIP/SIP telephony with US numbers, email, Live chat, CRM communications (HubSpot and others), social media, messengers (WhatsApp, Telegram, Viber), and all other MX12 services described in the SOW.

"AI Widget" — MX12's software interface powered by Google Gemini, processing end user inquiries in automated mode with the option to switch to a live operator.

"MSA" — Master Services Agreement.

"SOW" — Statement of Work.

"Policies" — AUP, Privacy Policy, Refund & Cancellation Policy, E911 Disclosure, DPA, SLA, and other MX12 documents published at mirrax12.world.

"End User" — a person interacting with the MX12 support team or AI widget on behalf of the Client.

"Force Majeure" — an event outside a Party's reasonable control, including natural disasters, wars, pandemics, cyberattacks, government actions, sanctions, third-party infrastructure failures.

"Underlying Carrier" — the upstream telecommunications carrier through whose infrastructure MX12 provides telephony services, including Zadarma and other providers.

"Internal Balance" — accounting units in the Client's MX12 system account, intended exclusively for payment of MX12 Services. Not a bank deposit, electronic money, or payment instrument.

"MX12 Personnel" — employees, contractors, and subcontractors of MX12 engaged in providing Services to the Client.

2. DOCUMENT STRUCTURE AND HIERARCHY

2.1 These Terms serve as the base agreement and apply to all MX12 Services unless otherwise provided by a signed MSA.

2.2 In the event of conflict between documents, the following hierarchy applies:

Priori ty	Document
1	Signed MSA

- 2 SOW (for specific projects)
- 3 SLA (for specific metrics)
- 4 DPA (for data protection matters)
- 5 AUP (for acceptable use matters)
- 6 Refund & Cancellation Policy
- 7 E911 Disclosure (for VoIP matters)
- 8 Privacy Policy
- 9 These Terms of Service

2.3 All documents form a single MX12 legal package and apply jointly. Acceptance of these Terms constitutes acceptance of the entire document package.

3. PROVISION OF SERVICES

3.1 The Company provides Services on commercially reasonable efforts terms in accordance with agreed SLA metrics. The Company does not guarantee any specific business result, sales volume, conversion rate, or Client profit.

3.2 The Company may use third-party contractors, subcontractors, and technology platforms in providing Services, subject to applicable confidentiality and data protection requirements.

3.3 AI Widget and Google Gemini. In providing Services, MX12 uses an AI widget powered by Google Gemini. The Client acknowledges and accepts the following:

End user inquiries through the widget are processed by Google pursuant to the Google Cloud Data Processing Addendum and Google Generative AI Prohibited Use Policy. Google acts as a data subprocessor under SCC. The

Client is responsible for informing its end users about the use of AI pursuant to GDPR Art. 13–14 and applicable law.

The Company is not liable for the accuracy, completeness, usefulness, or lawfulness of AI widget responses. AI responses do not constitute the Company's official position and are not legal, medical, financial, or other professional advice.

The Client is prohibited from using the AI widget in high-risk areas — including medicine, law, lending decisions, diagnostics, psychological assistance, and other areas where an incorrect response may cause harm to the life, health, or financial position of an end user — without prior written consent from MX12. Violation constitutes a material breach and grounds for immediate termination of Services.

3.3.4 AI Data Confidentiality. The Company applies commercially reasonable efforts to ensure that Client end user conversation data is not used to train public artificial intelligence models. The Client acknowledges that data is processed through the Google Gemini API pursuant to the Google Cloud Data Processing Addendum and Google's current enterprise API data governance policies, including applicable restrictions on using data for model training without the Client's explicit opt-in consent. MX12 does not provide absolute guarantees regarding Google's data processing beyond the terms of the executed agreement with Google.

3.4 The Company may update, modify, or replace technology platforms with thirty (30) days' notice to the Client for material changes.

3.5 The Company uses anonymized and aggregated data to improve Service quality. Truly anonymized data no longer constitutes personal data under applicable law.

3.6 Telephony and Phone Numbers. The Client acknowledges and accepts:

The Client does not own the provided phone numbers. Numbers are provided on a lease basis and may be recalled by the Underlying Carrier (Zadarma and others) in cases of usage policy violations or regulatory requirements. MX12 is not liable for number recalls initiated by the Underlying Carrier.

The Client is strictly prohibited from using telephony for: automated calling without recipient consent (robocalling); SMS spam; CallerID spoofing in

violation of the Truth in Caller ID Act (47 U.S.C. § 227(e)); any actions violating TCPA, CAN-SPAM, and applicable communications law. Violation constitutes grounds for immediate termination and referral to regulators.

3.7 Internal Balance. Not a bank deposit or payment instrument. Used exclusively for payment of MX12 Services. Not transferable to third-party accounts unless expressly provided in the Refund & Cancellation Policy. The Company is not liable for balance blocking due to payment system actions (Stripe and others).

3.8 Feedback and Suggestions. If the Client submits suggestions, ideas, or feedback regarding improvement of Services – the Client grants the Company an irrevocable, worldwide, royalty-free license to use such materials without restriction and without compensation to the Client. The Company may use such materials for any purpose related to developing, improving, and promoting its Services.

4. CLIENT OBLIGATIONS AND REPRESENTATIONS

4.1 The Client agrees to: comply with the AUP and all MX12 Policies; provide only lawful instructions; obtain all necessary end user consents before transmitting their data to MX12; not use Services for unlawful purposes; pay for Services on time; comply with applicable law in all jurisdictions where the Client operates; not use the AI widget in violation of the Google Generative AI Prohibited Use Policy; not use telephony for robocalling, SMS spam, or spoofing; not conduct communications with persons or entities subject to OFAC sanctions or other applicable sanctions regimes where required by law or reasonably necessary for sanctions compliance.

4.2 The Client represents and warrants that: it has full legal capacity to enter into this agreement; performance does not violate applicable law or agreements with third parties; all provided data and instructions are lawful; its activities are not subject to OFAC sanctions restrictions applicable to use of MX12 Services.

4.3 Upon violation of Sections 4.1 or 4.2, the Company may immediately suspend or terminate Services without refund. The Client bears full responsibility for all consequences of such violation including regulatory fines and third-party claims.

4.4 Account Security. The Client bears full responsibility for the security of its account credentials. All actions taken using the Client's credentials are deemed to be the Client's own actions — even if access was obtained by a third party due to inadequate protection. The Company is not liable for losses caused by the Client's own negligence in securing its account.

4.5 Plan Changes. Downgrading to a plan with a smaller volume of Services mid-paid-period does not entitle the Client to recalculation or refund pursuant to the Refund & Cancellation Policy.

4.6 Exclusive Client Access. The Client acknowledges that MX12 does not have access to the Client's passwords or administrative panel. The Client bears sole responsibility for: password strength and use of two-factor authentication; all actions performed within the account — prompt changes, balance top-ups, API key management, and other operations; consequences of access compromise by the Client's employees or contractors.

4.7 Security Monitoring. Notwithstanding the absence of access to Client passwords, the Company retains the right to review logs of messages passing through MX12 infrastructure exclusively for the purposes of: technical support; AUP compliance verification; MX12 infrastructure security; mandatory regulatory requirements. Monitoring is conducted in accordance with MX12's Privacy Policy and DPA.

4.8 Prohibition on Recording Without Consent. The Client must comply with applicable laws regarding audio recording of conversations in its end users' jurisdictions — including notice and consent requirements for call recording in two-party consent states (California, Florida, and others) and in the EU. MX12 is not liable for violations of recording law resulting from Client instructions or actions.

5. INTELLECTUAL PROPERTY

5.1 The Company retains all rights to its infrastructure, technologies, methodologies, SOPs, frameworks, AI models, and know-how. These Terms do not transfer any MX12 intellectual property rights to the Client.

5.2 The Client retains all rights to its content, brand, and end user data.

5.3 The Client grants the Company a limited non-exclusive license to use its branded materials exclusively for the purpose of providing Services. The license terminates upon termination of the agreement.

5.4 Work product (reports, analytics, documentation) remains MX12's property until full payment — after which the Client receives a non-exclusive license for internal use unless otherwise provided in the SOW.

5.5 The Client may not copy or use MX12 methodologies, SOPs, and frameworks beyond the scope of Services provided without the Company's written consent.

6. LIMITATION OF WARRANTIES

To the maximum extent permitted by applicable law:

6.1 Services are provided "**AS IS**" and "**AS AVAILABLE**" without any express or implied warranties.

6.2 The Company expressly disclaims all warranties including: warranty of merchantability; warranty of fitness for a particular purpose; warranty of uninterrupted and error-free operation; warranty of conformity with Client expectations; warranty of AI widget effectiveness; warranty of accuracy of Google Gemini responses; warranty of uninterrupted operation of third-party platforms (Google, Zendesk, HubSpot, Stripe, Zadarma, and others).

6.3 Security. The Company applies industry-standard data protection measures. No internet data transmission system can be guaranteed to be free from all risks. The Company is not liable for security breaches arising from circumstances outside its reasonable control, including actions of Google and other subprocessors.

7. LIMITATION OF LIABILITY

7.1 Aggregate Limit. The Company's aggregate liability to the Client for all claims may not exceed the amount of Compensation paid for the three (3) calendar months preceding the event. This limit is consistent with the MSA and takes precedence over any other formulations.

7.2 Excluded Damages. The Company is not liable under any circumstances for: lost profits and revenue loss; indirect, incidental, special, and consequential damages; punitive damages; data loss or data recovery costs; loss of business reputation; damages resulting from third-party actions including Google and other subprocessors; damages resulting from Force Majeure; damages caused by blocking or freezing of the Client's accounts in payment systems (Stripe and others) or with telecom providers (Zadarma and others) — regardless of the reason; damages caused by recall of phone numbers by the Underlying Carrier; damages caused by incorrect AI widget responses — **even if the Company was notified of the possibility of such damages.**

7.3 Limitations apply regardless of the form of claim — contract, tort, negligence, strict liability.

7.4 To the extent that applicable mandatory law does not permit exclusion of liability — limitations apply to the maximum permissible extent.

8. INDEMNIFICATION

The Client agrees to defend, indemnify, and hold harmless the Company, its members, employees, and contractors from all losses, claims, expenses, and legal fees (including reasonable attorneys' fees) arising from: violation of these Terms or any MX12 Policy; unlawful instructions provided to the Company; violation of communications, data protection, or spam laws; infringement of third-party rights; use of the AI widget in violation of the Google Generative AI Prohibited Use Policy; unauthorized chargebacks; third-party claims related to AI widget dialogues generated in the course of Client's Services; end user claims arising from the Client's fault; regulatory fines arising from the Client's violations of communications law; losses resulting from robocalling, spoofing, or other telephony law violations by the Client; **OFAC sanctions law violations by the Client.**

9. SUSPENSION AND TERMINATION

9.1 The Company may immediately suspend Services without prior notice upon: Client violation of these Terms or any Policy; payment default exceeding ten (10) days; initiation of an unauthorized chargeback; threat to the Company's reputation or security; regulatory authority requirements; suspicious activity indicating fraud or high chargeback risk; violation of

Section 3.6 prohibitions (robocalling, spoofing); unauthorized use of the AI widget in high-risk areas; **violation of Section 21 (professional ethics).**

9.2 Balance Freeze. Upon detection of fraudulent activity, abnormal account behavior, or mass chargeback risk, the Company may immediately freeze the Client's Internal Balance pending investigation. The Company notifies the Client of the freeze within twenty-four (24) hours. If fraud is not confirmed within ten (10) business days — the balance is unfrozen. If confirmed — termination provisions apply.

9.3 The Company may terminate the agreement without refund and with application of the Early Termination Fee upon any of the grounds in Section 9.1 and upon Client insolvency or bankruptcy.

9.4 Data Export Upon Termination. Upon termination: all Client rights terminate immediately; Client data is available for export within fifteen (15) business days in standard formats (CSV, JSON, or other formats available at time of export) — after which it may be permanently deleted; the Company does not guarantee data preservation after the export period; payment, confidentiality, indemnification, and arbitration obligations survive termination.

9.5 The Company may refer information about violations to regulatory authorities, platforms (including Google), or law enforcement where there is a lawful basis.

10. FORCE MAJEURE

10.1 Neither Party is liable for non-performance of obligations (except payment obligations) due to Force Majeure.

10.2 The affected Party notifies the other within five (5) business days with a description of the nature and expected duration.

10.3 If Force Majeure continues for more than thirty (30) days, either Party may terminate the affected SOW without obligation to refund funds for Services already commenced.

10.4 Failures of third-party platforms (Zendesk, Intercom, HubSpot, Google, Stripe, Zadarma, and others) constitute Force Majeure with respect to Services dependent on them.

10.5 Blocking of MX12's account in payment systems (Stripe and others) due to regulator or payment system actions constitutes Force Majeure and does not result in the Company's liability for payment processing delays.

10.6 Technology Dependency. MX12 Services are critically dependent on the availability of Google Gemini API, Google Cloud Platform, Zadarma, and other Underlying Carriers. Any service interruption caused by a failure on the part of these providers constitutes Force Majeure. The Company notifies the Client of such failures as soon as possible through available communication channels. Service restoration depends exclusively on the upstream provider's resolution timeline. The Company is not liable for direct or indirect Client losses including lost profits caused by provider service unavailability.

11. MANDATORY ARBITRATION AND CLASS ACTION WAIVER

11.1 Mandatory Pre-Dispute Period. Prior to initiating arbitration, the Parties must: send written notice of the dispute describing the claim; provide the other Party with thirty (30) days to resolve the matter. Non-compliance constitutes grounds for dismissal of the claim by the arbitrator.

11.2 Arbitration. All disputes are submitted to mandatory arbitration administered by AAA under its Commercial Rules. Venue — Wilmington, Delaware. Language — English. Decision is final and enforceable.

11.3 Remote Arbitration. The Parties agree that arbitration proceedings may be conducted remotely (video, online document exchange) if the dispute amount does not exceed twenty-five thousand US dollars (\$25,000). For larger disputes — format is determined by the arbitrator.

11.4 Jury Trial Waiver. The Parties expressly and voluntarily waive the right to jury trial.

11.5 Class Action Waiver. The Parties waive participation in class actions or collective arbitration. All claims are submitted exclusively on an individual basis.

11.6 Statute of Limitations. Any claim must be submitted within one (1) year of the date the cause of action arises. After expiration — the claim is extinguished. This period is consistent with the MX12 MSA and applies as a uniform period across the document package.

11.7 Mandatory Data Subject Rights. This Section does not limit mandatory rights of data subjects. Data subjects from the EU, UK, Canada, and Australia retain the right to contact their local supervisory authority regardless of any arbitration clause.

11.8 Emergency Relief. Nothing prevents either Party from seeking emergency injunctive relief from a court to prevent irreparable harm.

12. GOVERNING LAW

These Terms are governed by the laws of the State of Delaware (Delaware Code Title 6) without regard to conflict of laws rules. Application of CISG is excluded.

13. ASSIGNMENT

13.1 The Client may not assign rights without the Company's written consent. Assignment without consent is void.

13.2 The Company may assign these Terms upon reorganization, merger, acquisition, or asset sale — with thirty (30) days' notice to the Client. Upon change of control, the Client may terminate the agreement without Early Termination Fee within thirty (30) days of notice.

14. NO THIRD-PARTY RIGHTS

These Terms do not create rights for third parties unless otherwise provided by applicable mandatory law.

15. SEVERABILITY

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

16. AMENDMENT OF TERMS

16.1 Material changes take effect thirty (30) days after publication at mirrax12.world.

16.2 Clients from the EU, UK, Quebec, and Australia receive direct email notification of material changes.

16.3 Continued use of Services constitutes unconditional acceptance of changes.

17. ENTIRE AGREEMENT

These Terms together with the MSA, SOW, and all Policies constitute the entire agreement between the Parties and supersede all prior arrangements. No oral statements have legal force.

18. ELECTRONIC CONSENT

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

19. WAIVER OF RIGHTS

Non-enforcement of any right by the Company does not constitute a waiver thereof. Waiver is valid only in written form.

20. NOTICES

All legally significant notices are sent in writing by email with delivery confirmation or by registered mail. Notice is deemed received: by email — at the time of sending if no bounce-back is received within twenty-four (24) hours; by courier or registered mail — upon delivery attempt or actual delivery, whichever occurs first.

21. PROFESSIONAL ETHICS AND INTERACTION STANDARDS

21.1 Zero Tolerance Policy. The Company maintains a zero-tolerance policy toward all forms of aggression and misconduct directed at MX12 Personnel. The Client, its employees, and representatives are strictly prohibited from engaging in the following toward MX12 Personnel: verbal aggression, profanity, or threats of any kind through any communication channel; harassment or discriminatory statements; systematic spam attacks on support channels; undue pressure aimed at obtaining services or concessions in violation of these Terms.

21.2 Consequences of Violation. Upon violation of Section 21.1, the Company may unilaterally: restrict the Client's access to live support channels, transferring interaction exclusively to email; immediately terminate the agreement and deactivate the Client's account without refund

of the remaining Internal Balance. Such termination is classified as Termination for Cause and entails application of the ETF pursuant to the Refund & Cancellation Policy.

21.3 The Company documents violations of Section 21.1 in writing. Upon dispute by the Client, the documented records of the Company create a **rebuttable presumption** of violation. The Client bears the burden of rebutting such presumption by clear and convincing evidence. The procedure of Section 11 applies.

22. PERSONNEL PROTECTION (ANTI-POACHING)

22.1 During the term of the agreement and **twelve (12) months** after its termination for any reason, the Client agrees not to hire, attempt to hire, solicit, or enter into direct or indirect agreements with MX12 Personnel who were **materially involved** in providing Services to that specific Client. This restriction covers direct employment, contractor agreements, consulting, and other forms of compensated cooperation.

22.2 Liquidated Damages. The Parties acknowledge that the Company's actual losses from a violation of Section 22.1 — including costs of recruiting, hiring, and training a replacement, operational losses, and service continuity disruption — are difficult to determine precisely at the time of entering into the agreement. Accordingly, upon violation, the Client pays the Company **fifty thousand US dollars (\$50,000) per specialist** as a reasonably pre-estimated assessment of damages (liquidated damages) and not as a penalty. This amount is the sole and exclusive remedy of the Company for such violation unless otherwise provided by written agreement of the Parties.

22.3 The Client may hire MX12 Personnel with the Company's prior written consent. The Company may condition such consent on payment of an agreed finder's fee.

23. SURVIVAL OF PROVISIONS

The following provisions survive termination of the agreement for any reason: Section 5 (IP); Section 7 (liability); Section 8 (indemnification); Section 11 (arbitration); Section 22 (anti-poaching for 12 months); Client payment obligations.