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Aidealy Refund & Cancellation Policy

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Aidealy Ltd. ("**Aidealy**", "**we**", "**us**") provides the Aidealy service (the "**Service**") to organisations. This Refund & Cancellation Policy explains when fees are refundable, how to cancel, and who handles refunds. It is part of, and should be read with, our **Master Subscription Agreement** (the "**MSA**") and, where it applies, our **Service Level Agreement** (the "**SLA**"). Capitalised terms not defined here have the meaning given in the MSA.

Aidealy is a business-to-business service. References below to a "**Customer**" mean the organisation that subscribes to the Service.

1. Who sells the Service, and who handles refunds

For purchases made through the Paddle checkout (or through a Paddle-issued invoice), Aidealy sells the Service through **Paddle.com as our authorised reseller and Merchant of Record**. This means Paddle - not Aidealy - is the seller of record for the transaction: Paddle handles checkout, invoicing, receipts, the collection and remittance of applicable taxes, payment processing, refunds, and chargebacks. Your purchase is therefore also subject to **Paddle's Buyer Terms** (https://www.paddle.com/legal/buyer-terms) and **Paddle's Refund Policy** (https://www.paddle.com/legal/refund-policy), and your payment data is processed under **Paddle's Privacy Notice** (https://www.paddle.com/legal/privacy).

Because Paddle is the Merchant of Record, **refunds under this Policy are executed by Paddle** (or by the successor payment provider described below) on Aidealy's instruction; Aidealy does not collect payment from, or pay refunds directly to, the Customer for these transactions. For a question about the product, contact Aidealy first (Section 12); for a billing, payment, or refund-processing matter, Paddle is the merchant and point of recourse. **If Aidealy substitutes its Merchant of Record or payment processor for future billing periods** (as the MSA permits, on notice - MSA Section 5.2), the successor provider performs the role this Policy describes for the transactions it processes, and references in this Policy to a step "executed by Paddle" are read as referring to the then-current Merchant of Record for the transactions it processed; **Paddle remains the Merchant of Record, and its terms remain the governing payment terms, for the transactions Paddle processed**. This includes an **emergency substitution**: if the Merchant of Record fails, is suspended, or otherwise ceases to be able to perform its role - including processing refunds that are due - Aidealy may appoint a successor Merchant of Record or payment processor on shortened or, where necessary, concurrent notice, as MSA Section 5.2 provides, so that billing and refunds continue. A substitution (planned or emergency) does not reduce the Customer's refund rights under this Policy.

2. Our 30-day money-back guarantee

If the Service is not the right fit, the Customer may request a refund within the first **thirty (30) days** of the initial subscription - the 30-day window runs from the **day the subscription actually starts**. That is the **subscription start date stated in the Order Form or, for checkout purchases, at checkout**. The refund is as follows:

- **100% of seat charges** are refundable - Human engineer, AI agent, Chat, and Admin seats.
- **50% of the one-time backfill charge** is refundable. The backfill is half-refundable rather than fully refundable because it loads and enriches the Customer's entire purchased history at the start of the subscription - work that is delivered up front.

There is no free trial; the 30-day money-back guarantee is how a Customer can evaluate the Service with its seats refundable.

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This guarantee:

- applies **once per Customer, including any Affiliates of the Customer that order under Section 2.8 of the MSA** - the Customer and those Affiliates share a single guarantee between them;
- applies to the **initial subscription term only** - not to renewals, and not to additional quantities (such as extra seats) purchased mid-term; and
- on a refund, ends the Customer's right to access the Service for the refunded subscription (the subscription terminates).

The guarantee is **not available** where Aidealy has terminated the Customer's agreement or suspended the Service **for cause** (for example, a material breach of the MSA or the Acceptable Use Policy), or where the request arises from fraud, or from abuse of the Service or of this guarantee.

Aidealy reviews each guarantee request and will **approve or decline it - and, where approved, instruct the Merchant of Record to process the refund - within five (5) Business Days** of receiving the request ("Business Day" is defined in Section 12). Processing of an approved refund then follows Section 5.

These limits are the full terms of the guarantee. Where the Service is marketed with a short money-back headline that links to this Policy, this Policy governs the details.

3. Cancelling a subscription

The Customer may cancel a subscription at any time. **Cancellation takes effect at the end of the then-current billing period**, stops any further billing, and lets the Customer continue to use the Service until that period ends. Cancellation by itself does not produce a refund of the current period: except for the 30-day money-back guarantee in Section 2, a refund under Section 4 or 5, or where applicable law requires otherwise, fees already paid for the current period are non-refundable, consistent with **MSA Section 5.1**. Renewal and notice mechanics are set out in **MSA Section 6.1**.

4. Service-level and warranty refunds

Two further refund routes may apply and, like all refunds, are executed by Paddle for Paddle transactions:

- **Persistent unavailability (SLA).** If the hosted Service materially fails to meet the availability target for two consecutive calendar months, the Customer may terminate the affected subscription and receive a refund of pre-paid, unused fees for the terminated portion of the then-current term, as set out in **SLA Section 5.3**.
- **Service warranty.** If Aidealy cannot correct a material non-conformity with the Documentation within a reasonable time, the Customer's remedy includes a refund of pre-paid, unused fees for the terminated portion of the term, as set out in **MSA Section 9.2**.

5. How refunds are processed

Approved refunds are issued by Paddle (or, for transactions processed by a successor Merchant of Record under Section 1, by that successor) to the original payment method where possible. Timing and limits follow Paddle's standard refund handling: Paddle processes approved refunds **within 14 days of approval**, and refunds can generally be made on card payments less than **120 days** old and on PayPal payments less than **179 days** old. Aidealy does not commit to faster processing on the original payment method than Paddle's standard handling; the fallback that follows is a separate, additional protection. **If a refund due under the Customer's agreement is not processed to the original payment method within ten (10) days of falling due** (for these purposes, a refund falls due when Aidealy instructs the Merchant of Record to process it under Section 2, or when it otherwise becomes payable under the Customer's agreement)**, or if the Merchant of Record ceases to be able to process it** (for example, because the payment method's refund window has lapsed, the payment method is no longer valid, or the Merchant of Record's processing fails or is suspended), **Aidealy will procure that the refund is made by an alternative lawful means** - a

refund the Customer is due is not defeated by the unavailability of the original payment rail. **Refunds due to many customers from the same event.** Where refunds arising from the **same underlying event or series of connected events** become due to **multiple customers simultaneously**, the MSA (its Section 5.11) permits Aidealy to pay each affected refund in **equal monthly instalments over up to ninety (90) days** from the date it falls due, **with the first instalment due within ten (10) days** of the refund falling due; in that case, **each instalment falls due on its scheduled date** for the purposes of this Section (including the ten (10)-day fallback above, which then applies to each instalment). This does not apply to a refund due to a Customer individually (including under the guarantee in Section 2), to a refund arising from Aidealy's own breach, or to a refund arising from an insolvency-driven termination, and it does not reduce the amount of any refund.

6. How charges appear

For payments taken through Paddle, the charge appears on the Customer's statement as `PADDLE.NET*` followed by a short descriptor (and as `PAYPAL *PADDLE.NET` for PayPal). This reflects Paddle's role as Merchant of Record.

7. Chargebacks and payment disputes

Payment disputes and chargebacks for Paddle transactions are handled by Paddle as Merchant of Record. If the Customer initiates a chargeback or payment reversal **involving suspected fraud or abuse, or without a good-faith basis**, access to the affected Service may be suspended while the matter is reviewed, as set out in **MSA Sections 5.10 and 6.5(d)**. A chargeback does not extinguish the obligation to pay for Service already delivered: where the underlying dispute is resolved against the Customer (or the chargeback was not raised in good faith), **the reversed amount remains due as a debt**, together with the reasonable costs the reversal caused, and **initiating a chargeback without a good-faith basis is a material breach of the MSA**. We ask Customers to contact us (Section 12) before initiating a chargeback so we can resolve the issue directly - the refund routes in this Policy exist for that purpose.

8. Taxes

Fees are exclusive of taxes. For purchases through Paddle, Paddle as Merchant of Record calculates, charges, and remits any applicable sales tax, VAT, or GST, and issues the receipt or invoice. For a cross-border business purchase, applicable VAT/GST may be handled under the reverse-charge mechanism where the Customer provides a valid VAT/Tax identification number at checkout. Aidealy does not separately charge or remit tax on Paddle transactions.

9. No free trial

Every subscription begins with the historical backfill described in Section 2, so the Service delivers value from the start rather than through a trial. The 30-day money-back guarantee in Section 2 is the way to evaluate the Service.

10. Directly-invoiced (non-Paddle) orders

Most orders are processed through Paddle. Where the parties instead agree that Aidealy will invoice the Customer directly under an Order Form outside the Paddle checkout (for example, certain enterprise arrangements), that Order Form and the MSA govern the fees, taxes, and any refund or cancellation terms for that transaction, and the Merchant-of-Record provisions of this Policy (Sections 1, 5, 6, and 7) do not apply to it. For such a directly-invoiced transaction, the Customer is responsible for all applicable sales, use, VAT, GST, and withholding taxes on the fees, except taxes on Aidealy's net income; where Aidealy is legally required to collect such taxes, it will add them to the invoice.

11. Your statutory rights

Nothing in this Policy limits any non-waivable rights the Customer may have under applicable law. Where applicable law gives the Customer rights that this Policy does not, those rights continue to apply.

12. Complaints and how to reach us

To request a refund, cancel, or raise a complaint about billing or the Service, contact Aidealy at **support@aidealy.ai**. We will use commercially reasonable efforts to acknowledge a request within **two (2) Business Days** (a "Business Day" is a day other than Friday, Saturday, or a public holiday in Israel; our standard business week is Sunday to Thursday), consistent with the SLA. Product and service questions are handled by Aidealy; for a matter concerning payment, the receipt or invoice, or refund processing, Paddle is the Merchant of Record and can also be contacted through the details on the Paddle receipt. If a complaint is not resolved to the Customer's satisfaction, the Customer may escalate it to **legal@aidealy.ai**. **If a payment dispute is not resolved through the Merchant of Record's own process**, or if the Customer intends to pursue it outside that process, please **notify Aidealy in writing before doing so** so the parties can cooperate - including with the Merchant of Record - to resolve it (MSA Section 5.10). **A claim about the Service itself** (its quality, conformity, or Aidealy's performance) that is raised through, or arises out of, a payment dispute is a dispute under the MSA and is **subject to the MSA's dispute-resolution provisions (its Section 14)**; routing it through a payment dispute does not change the forum or the applicable law.

13. Governing law

This Policy is governed by the laws of the State of Israel, and the competent courts of Tel Aviv-Jaffa, Israel will have **exclusive** jurisdiction, consistent with the MSA (its Section 14), except that a party's non-excludable rights under the law of its home country prevail to the extent of any conflict, and except that the MSA's arbitration provision for Customers incorporated in the United Arab Emirates, Japan, or South Korea (MSA Section 14.4) applies to disputes it covers. This Section does not change the contracts that apply to a Paddle transaction (Section 1).

14. Changes to this Policy

We may update this Policy from time to time. Because this Policy is one of the policies incorporated into the MSA, changes to it are made, notified, and take effect as set out in the MSA's **"Changes to this Agreement; version binding; records"** provision (MSA Section 15): the dated version of this Policy in effect at the start of a subscription term governs that term; a change that materially reduces the Customer's rights or materially expands its obligations takes effect at the start of the Customer's next renewal term, after reasonable notice; and Aidealy maintains dated archives of each published version and will make the version applicable to a Customer's subscription available on request. The version published at this address is the current version.

Questions about this Policy: support@aidealy.ai (billing/refunds) or legal@aidealy.ai (escalation).