

Terms of Business

Company: Accelerator Next Gen Information Technology Consultants EST (Trade License Number - 1586544)

Registered Address: Office No. 528, Malek Hind Abd Al Ghafar Gholoum Hussein, Deira Al Khibisi, Dubai, United Arab Emirates

These Terms of Business govern the relationship between the Company and the Service User for the SCALON.AI program. By executing this Agreement, or by accepting this Agreement electronically (including via Clickwrap), the Service User acknowledges that they have read, understood, and agree to be legally bound by the terms set out herein.

1. The Business and Scope of Services

The Company provides a comprehensive suite of services, training, and software tools designed to assist Service Users in marketing, lead generation, and business scaling through the SCALON.AI platform. The Company appoints the Service User on a non-exclusive, limited, revocable basis to market and promote the Company's products and services strictly in accordance with this Agreement.

Depending on the specific membership tier selected (Bronze, Silver, Gold, or Platinum), the Service User may receive access to a combination of the following benefits:

- **Resell Rights:** Non-exclusive resell rights to SCALON.AI services.
- **Software and Dashboard Access:** Access to the SCALON.AI Service User dashboard displaying tracked leads, sales, commissions, residuals, and team data, as well as Customer Relationship Management (CRM) access for higher tiers.
- **Marketing and Funnel Frameworks:** Copy-and-paste funnel frameworks, marketing structures, email marketing templates, SMS marketing templates, and social media branding templates.
- **Training and Education:** Comprehensive training on Meta Ads, YouTube Ads, free traffic generation, and the proper use of SCALON.AI systems and tools.
- **Coaching and Support:** Weekly group coaching calls, community access (e.g., Discord), and varying levels of personalised support (ranging from AI-powered support to unlimited one-to-one human support and onboarding calls).
- **Done-For-You Services:** Sales enablement support, success support, team building guidance, and for higher tiers, done-for-you funnel setup, technical integration, email/SMS implementation, and paid advertising build-outs.
- **Advertising Assets and Leads:** Provision of high-converting ad creatives, Meta Ads campaign launches, and for the highest tier, provision of interested leads and access to an AI Ads Agent.
- **Strategic Partnerships:** Eligibility to promote AI Acquisition Implementation Services and Approved Strategic Partner Status for top-tier members.

The Company acts solely as an independent contractor. The Company reserves the right to modify or substitute specific tools, platforms, or delivery mechanisms provided the overall commercial value of the selected tier is not materially reduced.

2. Term and Program Duration

Initial Term: The Agreement commences on the Effective Date (the date of acceptance) and continues for an initial fixed term of twelve (12) months.

Automatic Renewal: Upon expiry of the Initial Term, the Agreement automatically renews for successive twelve (12) month renewal terms unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

Break Clause: Either Party may terminate the Agreement after the initial twelve (12) months by giving thirty (30) days' written notice. Immediate termination is permitted for any material breach.

3. Commercial Terms and No Refunds

Membership Fees: The Service User agrees to pay the applicable annual Membership Access Fee for their selected tier. Fees grant access to the proprietary tools, systems, training, operational support, and technology access.

No Investment or Guarantee of Income: The Membership Fee is not an investment, franchise fee, business opportunity purchase, or payment made in consideration for recruitment-based compensation. It is payable solely in exchange for access to services and infrastructure and is not dependent on the Service User earning any commissions or income.

Primary Income Source: The primary and intended method for earning commissions is through the direct referral and sale of the Company's products and services to bona fide end-user customers. Recruitment of other Service Users is neither necessary nor promoted as a primary means of earning income.

Strict No-Refund Policy: All program fees are strictly non-refundable, except where a specific Money-Back Guarantee is expressly provided in the Service User's tier and all eligibility requirements (including funnel launch, ad spend minimums, and verification processes) are fully met. To the fullest extent permitted by law, the Service User agrees not to initiate chargebacks or payment disputes relating to fees paid, and shall instead engage in good-faith dispute resolution.

4. Confidentiality and Intellectual Property

Confidential Information: The Service User must keep all non-public commercial, technical, financial, and proprietary information disclosed by the Company strictly

confidential. This includes systems, templates, training materials, IP, data, pricing, and margins.

Intellectual Property Ownership: All intellectual property, including software, systems, training materials, funnels, dashboards, trademarks, branding, and methodologies, remains the exclusive property of the Company. No rights are transferred except for a limited, non-exclusive, non-transferable, revocable license to use approved marketing materials during the term.

Restrictions: The Service User shall not reverse-engineer, modify, copy, resell, sublicense, or create derivative works of Company intellectual property. The Service User shall not register or use confusingly similar domains, social handles, or paid search keywords.

5. Warranties and Disclaimers

Standard of Care: The Company warrants that services will be provided with reasonable skill and care consistent with industry standards.

No Guarantee of Results: Services are provided "as-is". The Company makes no guarantees regarding results, performance, profitability, or earnings. Examples and testimonials are illustrative only.

FTC & Advertising Compliance: The Service User must comply with all applicable advertising and consumer protection laws (including FTC guidelines). The Service User shall clearly disclose any material connection with the Company (e.g., using #ad or #sponsored) and shall not make any express or implied earnings or performance claims unless expressly authorised in writing by the Company.

No Pyramid or MLM Scheme: The program does not constitute a pyramid scheme, multi-level marketing scheme, or investment opportunity. Income cannot be earned primarily through recruitment, and marketing terms implying such (e.g., "passive income," "build a downline") are strictly prohibited.

6. Non-Disparagement

The parties agree not to disparage or encourage others to disparage each other in any medium, including social media or public forums, in a way that would adversely affect their business reputation. This does not restrict the Service User from leaving honest reviews protected under applicable consumer review laws, provided they do not make knowingly false or maliciously misleading statements.

7. Limitation of Liability and Indemnity

Liability Cap: In no event shall the Company be liable for any indirect, consequential, or special damages, or loss of data, earnings, revenue, or profit. The Company's aggregate liability shall not exceed the total amounts paid by the Service User in the twelve (12) months preceding the claim.

Indemnity: The Service User shall indemnify, defend, and hold harmless the Company from claims, liabilities, damages, and expenses arising out of the Service User's use of the services, breach of the Agreement, or violation of applicable law or third-party rights.

8. Dispute Resolution and Governing Law

Governing Law: The Agreement is governed by the laws of the United Arab Emirates, as applied in the Emirate of Dubai.

Arbitration: Any dispute shall be finally resolved by binding arbitration under the Rules of Arbitration of the Dubai International Arbitration Centre (DIAC). The seat of arbitration shall be Dubai, UAE, and the language shall be English.

Good-Faith Conference: Before commencing arbitration, the parties must attempt to resolve the dispute via a 30-minute video conference between senior executives.

Individual Claims: The Service User agrees to resolve disputes individually and waives any right to participate in class or consolidated actions.

9. Data Privacy and Protection

The Company processes the Service User's Personal Data solely to provide the services, perform analytics, and improve systems, in compliance with applicable laws (including GDPR, CCPA, CPRA, and UAE PDPL). The Service User acts as the controller and the Company acts as the processor of such data.

10. General Provisions

Force Majeure: Neither party is liable for delays caused by events beyond their reasonable control (e.g., natural disasters, internet outages), though payment obligations remain unaffected.

Entire Agreement: These Terms constitute the entire understanding between the parties and supersede all prior agreements.

Updates: The Company may modify or update these Terms. Material changes affecting the Service User's rights or financial commitments will be communicated via email with at least five (5) days' prior notice. Continued use of the services constitutes acceptance of the revised Terms. Updates shall not retroactively reduce commissions earned prior to the effective date of the update.