



LEGAL · AGREEMENT

Terms of Service

SFER LABS LLC · Version 1.0 · Effective August 11, 2026

These Terms of Service ("Terms") are a contract between you and SFER LABS LLC, located at 1201 N. Orange Street, Suite 7691, Wilmington, Delaware 19801-1186, USA ("Company," "we," "us," or "our"). They govern your access to Idelio at <https://idelio.pro> and related websites, applications, APIs, previews, content-generation tools and services (collectively, the "Service").

By creating an account, clicking to accept, purchasing or using the Service, you agree to these Terms. If you use the Service for an organization, you represent that you have authority to bind it. If you do not agree, do not use the Service.

The Privacy Policy, Cookie & Tracking Policy, AI Transparency & Responsible Use Notice, Acceptable Use Policy, Refund, Cancellation & Withdrawal Policy and any order form accepted by us form part of these Terms. The U.S. State Privacy Notice and International Privacy Addendum supplement the Privacy Policy. A Data Processing Addendum is available at <https://idelio.pro/legal/dpa>. Current technologies, subprocessors and other recipients are identified in the Technology & Vendor Register at <https://idelio.pro/legal/technology-vendor-register>.

1. Who may use the Service

You must be at least 18 years old and have legal capacity to enter into this contract. You may not use the Service if applicable law prohibits it, if we previously suspended you for misuse, or if sanctions or export-control laws prevent us from serving you.

The Service is available to both business customers and consumers. "Business User" means a person acting primarily for trade, business, craft or professional purposes. "Consumer" means an individual acting primarily outside those purposes. Provisions labeled "Business Users" do not apply to Consumers.

The Service is not designed for children, and you may not submit personal data about children unless we have expressly agreed in writing and all required permissions are in place.

2. Accounts and security

You must provide accurate information, keep it current, protect credentials and use appropriate multi-factor authentication where offered. You are responsible for activity under your account except to the extent caused by our breach or by circumstances for which applicable law makes us responsible. Notify support@idelio.pro promptly of suspected unauthorized use.

Organization administrators may manage seats, access account content and usage information, and control retention or integrations. An organization is responsible for giving its authorized users required notices.

3. What the Service does

The Service uses artificial intelligence and third-party services to generate or transform text, names, images, designs, colors, typography, marketing assets or other material ("Output") from prompts, files, instructions and other material you provide ("Input"). Features may be experimental, generate unexpected results, be rate-limited or change over time.

AI Output may be inaccurate, offensive, incomplete, not unique, similar to third-party material or unsuitable for

your intended use. The Service is a creative assistance tool, not legal, financial, medical or other professional advice. You must review Output and make the final decision before use or publication.

4. Your Input

You retain your rights in Input. You grant us, our affiliates and subprocessors a worldwide, non-exclusive, royalty-free license to host, reproduce, transmit, format, modify and otherwise process Input only as reasonably necessary to:

- a) provide and personalize the Service and generate requested Output;
- b) save, synchronize, export and delete projects at your direction;
- c) secure the Service, prevent fraud and abuse, enforce policies and comply with law;
- d) provide support, investigate incidents and correct errors; and
- e) perform internal quality assurance and product analytics in accordance with the Privacy Policy.

This operational license ends when the relevant material is deleted from active systems, subject to backup rotation, legal holds, security records and material that has been properly deidentified.

We do not use identifiable Input or Output to train or fine-tune general-purpose or shared AI models unless you separately and affirmatively opt in, or a Business User enters into a written agreement that expressly permits it. Feedback submitted through a feature clearly marked for product or model improvement may be processed under the notice displayed at submission. You can use the Service without joining a voluntary improvement program.

You represent that you have the rights, permissions and lawful basis needed to submit Input and authorize this processing. Do not submit confidential, regulated, special-category, biometric, health, financial-account, government-identifier or other sensitive data unless the feature is expressly approved for it in writing.

5. Output and intellectual property

As between you and us, and to the extent we own any rights in Output, we assign those rights to you upon generation and payment of applicable fees. This does not transfer rights in:

- a) your Input or another person's material;
- b) our Service, models, software, templates, interfaces or brand;
- c) third-party models, fonts, stock material, open-source components or other third-party elements; or
- d) material that cannot legally be owned or assigned.

AI-generated material may not qualify for copyright or other protection, and identical or similar Output may be generated for others. We do not promise that Output is original, unique, registrable, non-infringing, accurate or commercially safe.

Automated filters, similarity indicators or provider guardrails are not a comprehensive trademark, copyright, design, domain-name or clearance search. Before commercial use, you are responsible for appropriate human review, searches, permissions and professional advice. Do not represent that we have cleared a name, logo or design.

You must keep any visible or machine-readable AI disclosure where law requires it. You may not remove provenance or safety metadata for the purpose of deceiving others.

6. Privacy, providers and safety review

To provide the Service, we may transmit Input and Output to the AI and infrastructure providers listed in our Technology & Vendor Register at <https://idelio.pro/legal/technology-vendor-register>. Their retention and review practices depend on the selected product, endpoint, plan and safety event.

Providers may use automated systems and, in limited cases, authorized human reviewers to detect abuse, investigate incidents, provide support or comply with law. Content flagged for suspected abuse may be retained longer than ordinary content. We configure providers to avoid training on customer content where commercially

and technically available, but zero-data-retention is not promised unless we expressly state it for a specific feature in writing.

7. Acceptable use

You must comply with the Acceptable Use Policy and applicable law. You may not bypass safety controls, scrape or extract the Service, reverse engineer protected components, use Output to mislead people about its origin where disclosure is required, or use the Service to infringe intellectual property, privacy, publicity or other rights.

We may use proportionate automated and human review, throttle, block Output, suspend access, preserve evidence or report conduct when reasonably necessary for safety, legal compliance or enforcement. Where appropriate and legally required, we will provide notice and an opportunity to appeal. Appeals may be submitted to support@idelio.pro.

8. Plans, credits and payment

Current plans, included usage, credit rules, taxes and renewal periods are shown at checkout. Credits are a limited contractual right to use eligible Service features. They are not currency, property, stored value or transferable, and have no cash value except where mandatory law requires otherwise.

Usage is measured by our systems. A generation may consume credits once processing materially begins, including where the result is blocked or unusable, if this was clearly disclosed before purchase; failed requests caused solely by our technical error should be automatically restored. Credit expiration, if any, must be disclosed before purchase.

Payments and transactions are handled by Paddle in the role disclosed at checkout. If it acts only as a payment processor, we are the seller and you authorize it to process charges for us. If it acts as an authorized reseller or Merchant of Record, you enter into a separate transaction agreement with it for the purchase, tax, invoice and payment matters stated in its buyer terms, while we remain the supplier of the Service and these Terms govern access and use. We do not receive full payment-card details. The checkout, receipt and applicable mandatory law control the allocation of transaction responsibilities; neither party's terms remove mandatory consumer remedies.

9. Subscriptions, renewal and cancellation

Paid subscriptions renew automatically for the period shown at checkout until canceled. Before purchase, we disclose price, billing frequency, how to cancel, any trial conversion and material renewal terms. You may cancel through the same medium used to subscribe or another easy online method shown in the account. Cancellation stops future renewal and normally takes effect at the end of the paid period.

Price increases or material subscription changes take effect only after reasonable advance notice and any additional consent required by law. Continued use is not treated as consent where affirmative consent is required.

Refunds, statutory withdrawal rights, service-conformity remedies and credit treatment are governed by the Refund, Cancellation & Withdrawal Policy and mandatory law.

10. Consumer digital-performance request

If an EEA or UK Consumer asks us to begin digital performance before the statutory withdrawal period ends, we will obtain any separate express request, consent and acknowledgment required by applicable law at checkout and confirm it on a durable medium. These Terms alone do not constitute that request or acknowledgment.

Nothing in these Terms waives statutory rights concerning conformity, remedies, unfair terms, cancellation, refunds or withdrawal. If mandatory consumer law grants you stronger rights, those rights prevail.

11. Service changes and beta features

We may improve, modify or discontinue features for security, legal, technical, commercial or product reasons. For a material change that significantly reduces a paid Consumer's core functionality, we will provide reasonable notice and any termination or refund remedy required by law.

Beta, preview, evaluation and POC features may be incomplete and are provided for testing under any additional notice presented before use. Do not use them for production, sensitive data or high-impact decisions unless we approve this in writing.

12. Third-party services

The Service may interoperate with third-party tools. Their terms and privacy practices govern their own services. We are not responsible for third-party services outside our control, but this does not limit responsibility that mandatory law places on us for our selection, instructions or integration of providers.

13. Feedback

If you voluntarily provide ideas or suggestions, you grant us a perpetual, worldwide, transferable, sublicensable, royalty-free right to use them without restriction or compensation. This does not authorize use of your confidential Input or Output, personal data contrary to the Privacy Policy, or material submitted to a separately governed research study.

14. Suspension and termination

You may stop using the Service and close your account at any time. We may restrict or suspend access when reasonably necessary to address suspected fraud, security threats, material breach, non-payment, legal requirements or risk to users or the Service. We will act proportionately and, where feasible and lawful, give notice and an opportunity to cure or appeal.

We may terminate a paid account for convenience only with reasonable notice and a pro-rata refund for the unused prepaid period, unless a different remedy is permitted by mandatory law. On termination, you should export Output within the stated access period. We will delete or retain data as described in the Privacy Policy and DPA.

15. Confidentiality for Business Users

Each party may receive non-public business or technical information identified as confidential or reasonably understood to be confidential. The receiving party will use it only to perform the contract and protect it with reasonable care. This does not apply to information lawfully public, already known without duty, independently developed or lawfully obtained from another source. Required disclosure is permitted after notice where legally allowed.

16. Disclaimers

To the maximum extent permitted by law, the Service and Output are provided "as is" and "as available." We disclaim implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not warrant uninterrupted operation, any business result, legal protectability, registration, uniqueness or absence of third-party rights.

These disclaimers do not apply to guarantees, warranties or remedies that cannot be excluded for Consumers.

17. Liability

Nothing excludes or limits liability that cannot lawfully be excluded, including liability for fraud, willful misconduct, death or personal injury caused by negligence, or mandatory consumer/data-protection liability.

For Business Users, neither party is liable for indirect, incidental, special, exemplary or consequential loss, or loss of profits, revenue, goodwill or data, except for breach of confidentiality, misuse of intellectual property, indemnity obligations or to the extent prohibited by law. Our aggregate liability arising from the Service will not exceed the greater of USD 100 and fees paid or payable by the Business User for the Service during the 12 months before the event giving rise to the claim.

For Consumers, liability is limited only to the extent permitted by the mandatory law of the Consumer's residence. Nothing in this section reduces statutory remedies for non-conforming digital services or content.

18. Business User indemnity

A Business User will defend and indemnify us and our affiliates against third-party claims arising from its unlawful Input, unauthorized use of a third party's rights, or material breach of the Acceptable Use Policy. This obligation applies only to the extent caused by the Business User and is subject to prompt notice, reasonable control of the defense and cooperation. We may not settle a claim imposing non-monetary obligations on the Business User without consent.

This section does not apply to Consumers except to the extent an equivalent obligation is lawful and individually negotiated.

19. Governing law and disputes

These Terms are governed by the laws of Delaware, excluding conflict-of-law rules.

For Business Users, state and federal courts located in Delaware have exclusive jurisdiction, unless an order form states otherwise.

Consumers may bring claims in any court available under the mandatory law of their habitual residence and retain all non-waivable local rights, including access to a competent out-of-court dispute-resolution body where applicable. Before filing, either party may contact legal@idelio.pro to seek an informal resolution; this does not suspend statutory deadlines unless law says otherwise.

20. Changes to these Terms

We may update these Terms for legal, security, technical or operational reasons. We will post the new version and effective date. For material changes affecting an existing paid relationship, we will provide reasonable advance notice and obtain consent when required. Changes do not retroactively authorize a new use of personal data or customer content.

21. General

Neither party is liable for delay caused by events beyond reasonable control, except payment obligations and safeguards required by law. You may not assign these Terms without our consent, except as part of a bona fide business reorganization; we may assign them to an affiliate or successor that assumes our obligations, subject to mandatory consumer rights. Failure to enforce a term is not a waiver. If a term is unenforceable, the remainder stays effective. These Terms and incorporated documents are the entire agreement about the Service unless a signed order form states otherwise.

Sections that by their nature should survive termination do survive, including ownership, confidentiality, payment, disclaimers, liability, indemnity and disputes.

22. Contact

SFER LABS LLC 1201 N. Orange Street, Suite 7691, Wilmington, Delaware 19801-1186, USA

Support: support@idelio.pro

Legal notices: legal@idelio.pro