

# LUNA REFUND AND CANCELLATION POLICY

**Effective Date:** August 12, 2025

This Refund and Cancellation Policy ("Policy") governs all cancellations and refund requests related to Luna Base Inc.'s ("Luna," "we," "us," or "our") services, including Paid Subscriptions, Free plan usage, Credit and Token purchases, Partnership Agreements, Enterprise Agreements, and all other Services. This Policy is incorporated into and forms part of our Terms of Service, and by using Luna's Services, you agree to be bound by these terms.

## 1. GENERAL REFUND POLICY

### 1.1 No Refund Principle

Luna operates on a strict no-refund policy to maintain predictable revenue and sustainable platform operations. This policy reflects the immediate value provided through platform access and the irreversible nature of AI computational resources consumed.

Unless otherwise expressly stated herein, required by applicable law, or specified in an executed Enterprise or Partnership Agreement, **all payments made to Luna are final, non-refundable, non-creditable, and non-reversible**, including but not limited to:

- Subscription Fees for any Paid Subscription Plan (Pro, Teams, Enterprise)
- Credit and Token purchases, whether one-time or recurring
- Partnership Agreement downpayments and Credit Commitments
- Fees for premium features, API usage, or AI model access
- Setup fees, configuration fees, or implementation costs
- Promotional fees or discounted subscription rates
- Lunastation.ai marketplace transaction fees
- Partner Marketplace fees and revenue sharing

### 1.2 No Refunds For

We explicitly do not provide refunds or credits for circumstances within user control or inherent to AI technology limitations. Users accept these risks when subscribing to our experimental AI platform.

- Partial months or unused portions of subscription periods
- Unused Credit or Token balances upon expiration
- Downgrades, plan changes, or account inactivity
- Dissatisfaction with AI-generated outputs or code quality
- Changes in AI model behavior or availability

- Platform feature modifications or deprecations
- Failure to achieve specific project outcomes
- Commercial rights lost due to subscription downgrade
- Projects that remain private after downgrade to Free plan

You acknowledge that payments are made for access to Luna's platform and AI technologies, not contingent on specific results, outcomes, or performance levels.

## **2. SUBSCRIPTION CANCELLATION**

### **2.1 How to Cancel**

Subscription cancellation procedures vary based on your account type and any executed agreements. Standard subscription users have self-service options, while Enterprise and Partnership Agreement holders may have additional requirements.

#### **Standard Subscriptions (Pro, Teams):**

- **Self-Service:** Log into your Luna Account Dashboard, navigate to Billing or Subscription Management, and select Cancel Subscription
- **Support Request:** Contact [support@lunabase.ai](mailto:support@lunabase.ai) if unable to use self-service options
- Cancellations must be submitted before your next billing date to avoid renewal charges
- Downgrade to Free plan maintains limited access with restricted features

#### **Enterprise Agreements:**

- Follow termination procedures specified in your Enterprise Agreement
- Typically requires written notice to [legal@lunabase.ai](mailto:legal@lunabase.ai)
- May include specific notice periods (often 30-90 days)
- Early termination may trigger penalties or accelerated payment obligations

#### **Partnership Agreements:**

- Requires 60 days written notice unless otherwise specified
- Outstanding Credit Commitments become immediately due upon cancellation
- Partner benefits revoked immediately upon notice
- Agent access terminated according to agreement terms

### **2.2 Timing and Effects of Cancellation**

Cancellation timing determines when access ends and what happens to your data and projects. Understanding these timelines helps you plan appropriate data exports and project transitions.

**Immediate Effects Upon Cancellation Notice:**

- No new private projects can be created
- Existing private projects become read-only
- Partner Marketplace listings suspended (if applicable)
- Beta and early access features disabled
- Team member addition restricted

**End of Billing Period Effects:**

- Subscription features terminate
- Private projects remain private but become read-only
- Public projects remain public and accessible
- Commercial rights to new AI generations cease
- Credit purchase discounts (if any) expire
- API access revoked or reduced to free tier limits

**Post-Cancellation Data Handling:**

- No data retention or recovery obligations after cancellation
- Public projects remain on platform indefinitely
- Private projects become permanently inaccessible
- Downloaded code retains its licensed rights
- Attribution requirements continue for published projects
- Lunastation.ai projects remain accessible to previous purchasers
- No support provided after cancellation or downgrade to Free plan

**3. SPECIAL CANCELLATION PROVISIONS****3.1 Free Plan Limitations**

Luna offers a permanent Free plan with limited Credits and features rather than a time-limited trial. Users may upgrade to paid subscriptions at any time to access additional features and commercial rights.

- Free plan available indefinitely with monthly Credit limits
- Limited project publication capabilities per Terms of Service
- No commercial usage rights under Free plan
- Upgrade to paid subscription enables full features immediately

- Projects created on Free plan subject to Luna Platform License restrictions

### **3.2 Partnership Agreement Cancellations**

Partners have specific obligations that survive cancellation and may trigger financial consequences. These provisions reflect the strategic nature of partnership relationships and upfront investments made by Luna.

#### **Credit Commitment Acceleration:**

- Entire remaining Credit Commitment becomes due within 30 days
- No refund of downpayment regardless of cancellation timing
- Unused Credits remain valid until original expiration date

#### **Partner Benefits Termination:**

- Immediate loss of discount rates
- Early access privileges revoked
- Marketplace referrals cease
- Co-marketing activities terminated

#### **Agent Impact:**

- All Agent access terminated immediately
- Agent Credits become non-transferable
- Partner remains liable for Agent violations through termination date

### **3.3 Enterprise Agreement Terminations**

Enterprise terminations follow negotiated procedures that may differ significantly from standard cancellations. These agreements often include specific wind-down provisions and data migration support.

- May include negotiated notice periods and wind-down procedures
- Custom data export or migration assistance if specified
- Potential early termination penalties
- Survival of certain provisions (confidentiality, indemnification)
- Possible pro-rated refunds only if explicitly negotiated

## **4. CREDITS AND TOKENS**

### **4.1 Credit and Token Refund Policy**

Credits and Tokens represent pre-purchased computational resources that are consumed immediately upon use. Once AI processing occurs, these resources cannot be recovered or refunded.

All Credit and Token purchases are:

- **Prepaid and non-refundable**
- Non-transferable between accounts (except authorized Agents)
- Non-redeemable for cash or monetary value
- Subject to expiration as specified in purchase terms
- Not creditable toward subscription fees

#### **4.2 Credit Expiration and Forfeiture**

Credits have defined validity periods to ensure predictable resource allocation and prevent accumulation of unlimited future obligations. Expired Credits free up computational capacity for active users.

- Free plan Credits expire at month end (no rollover)
- Monthly subscription Credits expire at month end (no rollover)
- Purchased Credits typically expire after 12 months
- Partnership Agreement Credits follow agreement-specific terms
- **No refunds, extensions, or reinstatements for expired Credits**
- Cancellation does not extend Credit expiration dates

### **5. PROJECT AND DATA HANDLING**

#### **5.1 Project Status Changes**

Subscription changes affect your access to features and commercial rights, but do not alter existing project visibility. Users must understand these implications before downgrading or cancelling subscriptions.

##### **Upon Downgrade from Paid to Free:**

- Private projects remain private but become read-only
- Public projects remain public and cannot be unpublished
- Commercial rights for new generations lost immediately
- Existing commercial deployments may continue per Luna PAL
- No further support provided for Free plan users
- No obligation to provide data export or assistance after downgrade

##### **Upon Account Cancellation:**

- Immediate loss of all platform access
- Public projects remain on platform indefinitely
- Private projects become inaccessible
- Lunastation.ai monetized projects remain available to purchasers
- Generation Graph and attribution chains preserved
- No obligation to provide data or support after cancellation

## **5.2 Data Export Responsibilities**

Users bear full responsibility for exporting their data before subscription changes take effect. Luna has no obligation to provide data, support, or export assistance after cancellation or downgrade to Free plan.

### **User Responsibilities:**

- Export all desired projects before subscription ends
- Download any private code while subscription active
- Save Credits usage reports and invoices
- Backup any custom configurations or settings

### **Luna Limitations:**

- **No obligation to provide data after cancellation or downgrade**
- **No support provided to Free plan users**
- No extended access for data export purposes
- Cannot recover data deleted by user action
- No liability for data loss from failure to export
- No assistance with data migration or transfer

## **6. REFUND EXCEPTIONS**

### **6.1 Billing Errors**

Legitimate billing errors caused by Luna's systems may qualify for refunds. Users must report errors promptly with appropriate documentation for investigation.

### **Qualifying Billing Errors:**

- Double charging for same service period
- Incorrect subscription tier billing
- Unauthorized charges after confirmed cancellation

- System errors causing overcharges

**Request Requirements:**

- Submit to support@lunabase.ai within 30 days
- Include account email and transaction details
- Provide supporting documentation
- Allow 10 business days for investigation

**6.2 Legal Requirements**

Certain jurisdictions provide mandatory refund rights that supersede our standard policy. We comply with all applicable consumer protection laws while maintaining policy consistency where permitted.

**Statutory Rights (where applicable):**

- EU 14-day cooling-off period for digital services
- Australian Consumer Law protections
- California automatic renewal law requirements
- Other jurisdiction-specific consumer rights

**Documentation Required:**

- Proof of residency in protected jurisdiction
- Confirmation of eligibility under applicable law
- Compliance with statutory notice requirements

**6.3 Force Majeure Extended Outages**

Extended platform unavailability due to circumstances beyond Luna's control may qualify for consideration. These exceptional circumstances require significant service disruption to trigger potential remedies.

**Potential Qualifying Events:**

- Platform unavailability exceeding 15 consecutive days
- Complete loss of core functionality for 30+ days
- Permanent platform shutdown with notice

**Available Remedies (at Luna's discretion):**

- Pro-rated service credits for outage period
- Extension of subscription term
- Partial refund for unused period

## **7. LUNA-INITIATED CANCELLATIONS**

### **7.1 Termination for Cause**

Luna reserves the right to terminate accounts for violations without refund. These terminations protect platform integrity and community safety.

#### **Immediate Termination Grounds:**

- Acceptable Use Policy violations
- Terms of Service breaches
- Malicious code distribution
- AI model extraction attempts
- Competitive platform development using Luna resources
- Partnership Agreement material breaches

#### **Effects of Termination for Cause:**

- No refunds for any payments
- Immediate access termination
- Permanent ban from platform
- Possible legal action for damages
- Credit Commitments remain due (Partners)

### **7.2 Non-Payment Terminations**

Failure to pay amounts due results in graduated service restrictions before termination. This approach balances collection efforts with user opportunity to cure payment issues.

#### **Suspension Timeline:**

- Day 1-7: Payment failure notices sent
- Day 8-14: Service restrictions applied
- Day 15-30: Account suspended
- Day 31+: Account terminated, all data permanently deleted

#### **No Refunds For:**

- Services provided before non-payment
- Credits purchased but unused
- Subscription periods before suspension



## **8. DISPUTE RESOLUTION**

### **8.1 Refund Dispute Process**

Disagreements about refund eligibility must follow our structured dispute process. This ensures consistent handling and fair consideration of all refund requests.

1. **Initial Request:** Submit to support@lunabase.ai with full documentation
2. **Internal Review:** 10 business day investigation period
3. **Appeal** (if denied): Submit additional information within 30 days
4. **Final Decision:** Luna's determination is final and binding

### **8.2 Chargeback Consequences**

Initiating payment disputes through financial institutions rather than our dispute process results in immediate consequences. This policy prevents platform abuse while protecting legitimate transactions.

#### **Automatic Actions for Chargebacks:**

- Immediate account suspension
- Loss of all platform access
- Forfeiture of remaining Credits
- Potential collections action
- Permanent ban for fraudulent chargebacks

## **9. SPECIAL SUBSCRIPTION CONSIDERATIONS**

### **9.1 Promotional Pricing**

Discounted subscriptions have special terms that may affect cancellation rights. These limitations ensure promotional offers remain sustainable while preventing abuse.

- Promotional rates valid only for specified term
- No refunds for early cancellation of promotional subscriptions
- Cancellation forfeits right to future promotional pricing
- Standard rates apply upon renewal unless otherwise specified

### **9.2 Annual Subscriptions**

Annual payment plans offer discounts in exchange for longer commitments. The non-refundable nature of annual payments reflects the upfront discount provided.

- Full year paid in advance
- No refunds for early cancellation

- No pro-rating for partial year use
- Downgrades effective at year end only

### **9.3 Custom and Enterprise Plans**

Negotiated plans follow agreement-specific terms that supersede standard policies. These customized arrangements reflect unique business relationships and requirements.

- Refund terms specified in agreement
- May include minimum commitments
- Possible early termination penalties
- Negotiated wind-down procedures

## **10. MARKETPLACE IMPLICATIONS**

### **10.1 Lunastation.ai Sellers**

Creators selling projects on Lunastation.ai have additional considerations affecting their revenue and project availability. These provisions ensure marketplace stability and buyer protection.

#### **Upon Subscription Cancellation or Downgrade to Free:**

- Cannot publish new paid projects
- Existing paid projects remain available to previous purchasers
- Pending earnings paid per standard schedule
- Cannot receive new tips or donations
- Free plan users receive no support for marketplace issues

### **10.2 Partner Marketplace Providers**

Service providers in the Partner Marketplace face immediate impacts from cancellation. These consequences reflect the professional nature of marketplace participation.

#### **Service Provider Cancellation Effects:**

- Immediate removal from marketplace listings
- Current client engagements must be completed
- Outstanding marketplace fees remain due
- Client notification requirements apply
- Professional liability continues for delivered services

## **11. NOTIFICATION AND COMMUNICATION**

### **11.1 Cancellation Confirmations**

All cancellations are confirmed through multiple channels to ensure users are aware of pending changes. Keep your contact information current to receive these important notices.

**Standard Notifications Include:**

- Email confirmation to account address
- Dashboard notification
- Final reminder before termination
- Notice that no data export assistance will be provided

## **11.2 Policy Updates**

This Policy may be updated to reflect platform changes or legal requirements. Continued use after updates constitutes acceptance of modified terms.

**Update Notifications Via:**

- Email to registered users
- Platform announcements
- Dashboard notices
- 30-day advance notice for material changes

## **12. HOW TO CONTACT US**

### **12.1 Contact Information**

Different types of inquiries should be directed to appropriate departments for fastest resolution. Our specialized teams ensure expert handling of specific issue types.

**For billing questions, refund requests, and general support:**

support@lunabase.ai

**For Enterprise and Partnership Agreement matters:**

legal@lunabase.ai

**Physical Address:**

Luna Base Inc.  
2501 North Harwood Street Suite 1900  
Dallas, TX 75201-1664

### **12.2 Response Times**

We strive to respond promptly to all inquiries while maintaining thorough investigation standards. Complex issues may require additional time for proper resolution.

- Billing errors: 10 business days
- Cancellation requests: 5 business days

- Refund investigations: 10 business days
- Enterprise matters: Per agreement terms

### **13. ACKNOWLEDGMENTS AND ACCEPTANCE**

By purchasing any Luna services or maintaining an account, you acknowledge understanding and accepting this Policy. Key acknowledgments include recognition that AI technology is experimental and results vary, payments purchase platform access rather than guaranteed outcomes, and proper data export is your responsibility before cancellation.

You further understand that Credits and Tokens represent consumed computational resources that cannot be refunded, private projects remain private when downgrading but become read-only, commercial rights depend on active paid subscription status, Partnership Agreement obligations survive cancellation, and Luna has no obligation to provide data or support after cancellation or downgrade to Free plan.

This Policy balances platform sustainability with user flexibility while maintaining clear expectations for all parties. Your understanding and compliance with these terms ensures continued platform availability and innovation for the entire Luna community.

**BY USING LUNA'S SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS REFUND AND CANCELLATION POLICY. THIS POLICY FORMS PART OF YOUR LEGAL AGREEMENT WITH LUNA BASE INC.**