

# Luna Terms of Service

**Effective Date:** May 1, 2025

## 1. Introduction

Welcome to Luna Base Inc. ("Luna," "we," "us," or "our"). These Terms of Service ("Terms") govern your access to and use of all platforms, applications, systems, websites, tools, and services provided by Luna, whether accessed via web application, API, mobile interface, or otherwise (collectively, the "Service").

By accessing, registering for, or otherwise using the Service — including through a Free Trial, a Paid Subscription Plan, or through consumption of Tokens or Line of Code ("LOC") credits — you acknowledge and agree that you have read, understood, and consent to be legally bound by these Terms, including any additional guidelines, policies, or future modifications incorporated by reference herein.

If you do not agree to these Terms, you may not access or use the Service.

These Terms govern the following core components of Luna's offerings:

- **Free Trial Services:** Temporary access to limited versions of the Service for internal evaluation only;
- **Paid Subscription Plans:** Subscription models for access to premium or enterprise features, products, and support levels;
- **Token- and Line of Code (LOC)-Based Consumption:** Pay-as-you-go usage models for access to automated outputs, deployments, and software generation tasks;
- **AI-Driven Automation, Code Generation, Software Development, Deployment, and API Services:** All related outputs generated by Luna's proprietary artificial intelligence and automation engines.

In addition to these Terms, your use of the Service is also governed by:

- **Privacy Policy:** How Luna collects, stores, processes, and shares your data;
- **Token and LOC Usage Terms:** Rules around prepaid consumption models and credit balances;
- **Refund Policy (if applicable):** Rules regarding refundability of fees or credit balances;
- **Additional posted policies, guidelines, or terms of use** (collectively, the "Supplemental Policies").

All Supplemental Policies are hereby incorporated into these Terms by reference.

### Important Notice:

Luna provides AI-generated software development outputs. While our models aim for high reliability, Luna outputs are probabilistic, non-deterministic, and may require human review before production deployment. You are responsible for validating, testing, and approving all outputs generated through the Service.

## **1.1 Changes to Terms**

Luna reserves the right to modify, update, amend, or revise these Terms at any time, in its sole discretion and without prior notice. Any changes to these Terms shall become effective immediately upon being posted on Luna's website, within the Service dashboard, or otherwise communicated to you through your registered email address or via in-service notification. You acknowledge and agree that it is your sole responsibility to regularly review these Terms to ensure that you are aware of any modifications.

If you disagree with any amendments or updates to these Terms, your sole and exclusive remedy is to discontinue your access to and use of the Service. Your continued access or use of the Service after any changes have become effective constitutes your binding acceptance of the updated Terms. In certain circumstances, and at Luna's sole discretion, you may be required to affirmatively re-accept the modified Terms through a clickthrough mechanism or other electronic acknowledgment in order to continue accessing or using the Service. Failure to provide such affirmative consent may result in suspension or termination of your access to the Service.

## **2. Eligibility and Authority**

By accessing or using the Service, you represent, warrant, and covenant that you meet all of the following eligibility requirements:

- You are at least eighteen (18) years of age or the legal age of majority in your jurisdiction, whichever is higher.
- You have full legal capacity, power, and authority to enter into binding contracts, either on your own behalf or on behalf of the company, entity, or organization you represent.
- If you are accessing the Service on behalf of a company or other legal entity, you confirm that you are authorized to bind such entity to these Terms, and in such case, all references to "you" shall refer to that entity.
- Your use of the Service is, and shall at all times remain, in full compliance with all applicable local, state, federal, national, and international laws, regulations, and rules, including but not limited to those governing data protection, privacy, cybersecurity, intellectual property, consumer protection, and export control.
- You are not a citizen or resident of, nor will you access or use the Service from, any country or territory subject to comprehensive U.S. government sanctions or embargoes, including but not limited to Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine.

Access to or use of the Service by anyone who does not meet all of the above eligibility criteria is strictly prohibited and constitutes a material breach of these Terms. Luna reserves the right to verify your eligibility at any time and may suspend or terminate your access immediately upon discovery of any violation of this section.

## **3. Account Registration and Security**

### **3.1 Registration Obligations**

To access and utilize most functionality and features of the Service, you must register for and maintain an active user account ("Account"). When registering for an Account, you agree to provide true, accurate, current, and complete information about yourself or, if applicable, your organization

(collectively, "Registration Data") as prompted by the registration form. You further agree to maintain and promptly update the Registration Data to ensure that it remains accurate, complete, and current at all times. Failure to provide or maintain accurate Registration Data may, at Luna's sole discretion, result in the suspension, restriction, or termination of your Account and your access to the Service.

Luna reserves the right, at any time and without notice, to independently verify the information you provide during registration or thereafter, including requesting additional documentation to validate your identity, eligibility, or compliance with these Terms.

### **3.2 Account Management and Security Responsibilities**

You acknowledge and agree that you are solely responsible for maintaining the confidentiality and security of your Account credentials, including without limitation your username, password, access tokens, and any API keys issued to you. You agree to implement reasonable measures to safeguard your login information and to prevent unauthorized access to your Account.

You are responsible for all activities conducted under your Account, whether authorized by you or not. You agree to promptly restrict access to your Account by unauthorized users and to immediately notify Luna at [Insert Support Email] upon becoming aware of or suspecting any security breach, unauthorized access, compromise, or misuse of your Account or credentials.

Luna shall not be liable for any loss, damage, liability, or expense arising from your failure to maintain the confidentiality and security of your Account information, or from unauthorized use of your Account. You acknowledge and agree that Luna is entitled to rely upon any instructions, requests, or actions taken through your Account, without further inquiry, until Luna is made aware of and reasonably has time to act upon any security breach or unauthorized access notice.

## **4. Free Trial Terms**

### **4.1 Trial Period and Restrictions**

At its sole discretion, Luna may offer certain eligible users a temporary, no-cost subscription to access the Service ("Free Trial") solely for the limited purpose of evaluating the Service for internal testing and non-commercial assessment. Luna determines eligibility for a Free Trial in its absolute discretion and may be revoked or modified at any time without notice.

The Free Trial is subject to the following specific limitations and conditions.

- The Trial Period shall last for a maximum of fourteen (14) consecutive calendar days from the date of activation, unless otherwise expressly stated by Luna in writing. No extensions will be granted without explicit prior authorization.
- Access to the Service during the Free Trial may include only a limited subset of features, functionalities, usage quotas, or system capacity, determined solely by Luna. The scope of access may change or be adjusted without notice to preserve the intended purpose of the Trial.
- The Free Trial is strictly limited to non-commercial, non-production use. You may not use any outputs, code, data, integrations, workflows, or results generated through the Free Trial in any public-facing systems, commercial products, consulting deliverables, customer-facing solutions, software deployments, or revenue-generating activities.

- Free Trial use must be confined to private internal evaluation environments and should not be integrated into any critical infrastructure systems, safety-critical applications, or publicly accessible endpoints.

You are solely responsible for ensuring compliance with these usage restrictions.

After the Trial Period:

- Access to the Service will automatically terminate without further notice unless you enroll in a Paid Subscription Plan;
- Luna may, in its sole discretion, delete or de-identify any data, configurations, content, or outputs created during the Trial Period;
- Luna shall have no liability for any loss of data, project information, or outputs resulting from such termination or deletion unless a Paid Subscription Plan is entered into prior to expiration.

Luna is not obligated to maintain or preserve any Trial-related data unless legally required or expressly agreed in a written Enterprise Agreement.

#### **4.2 Circumvention Prohibited**

You agree that you shall not engage in any activities designed to circumvent, subvert, or otherwise violate the intended limitations of the Free Trial. Without limiting the generality of the foregoing, you specifically agree not to:

- Create multiple user Accounts, either manually or programmatically, to obtain additional Free Trial access beyond the single trial authorized for you or your organization;
- Use false identities, fictitious organization names, VPN masking, anonymization technologies, automation scripts, or proxy networks to conceal your identity or location for the purpose of accessing additional Free Trials;
- Reverse engineer, decompile, disassemble, extract, mine, or otherwise analyze Luna's Service, underlying architecture, AI models, systems, performance, or data flows for the purpose of developing or enhancing any competing platform, product, or service;
- Benchmark, compare, publish, display, distribute, or disclose any test results, performance metrics, comparisons, or evaluations derived from the Free Trial without the prior express written consent of Luna Base Inc.

Any attempt to bypass the Free Trial's technical, contractual, or usage restrictions shall be deemed a **material breach** of these Terms.

Upon any such breach (or reasonable suspicion thereof), Luna reserves the right, without liability, to:

- Immediately suspend or terminate your access to the Free Trial and any associated Accounts;
- Invalidate any outputs, tokens, credits, or access privileges obtained during the Free Trial;
- Pursue available legal remedies, including claims for damages, injunctive relief, and recovery of legal fees.

You further agree that any violation of this Section may cause irreparable harm to Luna that cannot be adequately compensated by monetary damages alone and therefore entitles Luna to seek equitable remedies, including injunctive relief, without the necessity of posting bond.

## **5. Paid Subscription Plans**

### **5.1 Subscription Models**

Luna offers Paid Subscription Plans ("Subscription Plans") that grant users access to enhanced functionality, premium features, and expanded usage rights beyond what is available during Free Trials. Subscription Plans may include, but are not limited to, benefits such as increased Token or Line of Code ("LOC") allowances, access to application programming interfaces (APIs) and integrations, higher system usage quotas, priority support channels, enterprise-grade security and compliance features, and tools for team and organizational account management. Luna may offer multiple tiers of Subscription Plans, such as Basic, Pro, and Enterprise, each with varying features, quotas, and pricing structures. The specific details of available Subscription Plans are set forth on the Luna website or communicated directly to the Customer during the ordering process.

### **5.2 Subscription Commencement**

Your Subscription Plan will commence upon the earliest occurrence of the following: (a) successful payment authorization through a valid payment method provided by you; (b) your acceptance of a Luna-issued order form, invoice, or subscription offer; or (c) a mutually agreed commencement date confirmed in writing between you and Luna. Access to the Subscription Plan is expressly contingent upon timely and complete payment of all applicable fees.

### **5.3 Renewal Terms**

Unless otherwise specified in writing between you and Luna, Subscription Plans automatically renew at the conclusion of each billing cycle for a renewal term identical in duration to the preceding term. For example, monthly plans will renew on a monthly basis, and annual plans will renew annually. Subscription renewals are billed at Luna's then-current standard rates applicable at the time of renewal, unless modified by a separate written agreement or a promotional discount offer. You may cancel your Subscription Plan at any time prior to the next billing date in order to avoid incurring renewal charges.

### **5.4 Changes to Subscription Plans**

Luna reserves the right to modify Subscription Plan features, usage limits, pricing, and availability at any time and in its sole discretion. Modifications to existing Subscription Plans will become effective at the start of your next billing cycle. For new subscribers, any changes to Subscription Plans will become effective immediately upon publication or communication by Luna. Your continued use of the Subscription Plan after notice of any such modifications constitutes your acceptance of the updated terms and conditions.

### **5.5 Upgrades and Downgrades**

You may elect to upgrade your Subscription Plan to a higher-tier plan at any time, in which case the upgrade will take effect immediately and any applicable charges will be prorated based on the time remaining in the current billing cycle. Downgrading to a lower-tier Subscription Plan will take effect at

the start of the next billing cycle following your downgrade request, unless otherwise agreed in writing. Luna reserves the right to limit downgrades where your usage or features from a higher-tier plan are incompatible with the limitations of a lower-tier plan, and may require adjustment of your usage prior to downgrading.

## **6. Billing Terms and Payment Processing**

### **6.1 Billing and Payment Methods**

To subscribe to a Paid Subscription Plan or to purchase Tokens or Lines of Code ("LOC") credits through the Service, you must provide Luna with accurate, complete, and valid billing information at the time of purchase. Accepted forms of payment may include major credit cards, debit cards, Automated Clearing House (ACH) transfers for eligible enterprise accounts, or third-party payment platforms integrated by Luna.

By submitting payment information, you authorize Luna and its designated third-party payment processors to charge your designated payment method for all applicable Subscription Fees, Token purchases, LOC purchases, applicable taxes, and any additional charges incurred in connection with your use of the Service. You further authorize Luna and its payment processors to securely store your payment credentials to facilitate recurring charges for Subscription renewals, Token top-ups, LOC replenishments, and any other authorized transactions associated with your Account.

You are solely responsible for ensuring that your billing information remains current, accurate, and valid throughout the term of your Subscription Plan. Failure to maintain valid billing information may result in the suspension or termination of your access to the Service.

Luna disclaims all liability for any delays, service interruptions, data losses, or account disruptions resulting from your failure to provide or maintain accurate billing credentials.

### **6.2 Invoices and Receipts**

Luna will provide you with invoices or billing receipts documenting charges incurred under your Account. Such invoices or receipts may be delivered electronically through email to the address associated with your Account, made available through the in-app billing dashboard accessible from your Account settings, or, for enterprise customers, included in downloadable reports generated from your enterprise billing portal.

Each invoice or receipt will specify the Subscription Fees, Token or LOC purchases, applicable taxes, and the billing period covered.

It is your responsibility to review all invoices and billing statements promptly and to notify Luna of any discrepancies, billing errors, or disputes within thirty (30) days of receipt. Failure to notify Luna within this period shall constitute acceptance of the invoice as accurate and binding.

### **6.3 Late Payments**

Failure to pay any amounts owed by the due date may result in immediate consequences at Luna's discretion. Without limiting any other remedies, Luna may:

- Suspend your access to some or all of the Services until all overdue amounts, including applicable late fees, are paid in full;

- Terminate your Account and all associated access rights if payment remains outstanding for an extended period;
- Impose late payment fees equal to one and one-half percent (1.5%) of the outstanding balance per month, or the highest amount permitted by applicable law, whichever is lower;
- Refer your account to a collections agency or legal representative, in which case you will be responsible for all related collection costs, including attorneys' fees and court expenses.

You acknowledge and agree that Luna shall not be liable for any damages, service interruptions, data loss, degraded performance, or limitations in service functionality resulting from the suspension, downgrade, or termination of Services due to your nonpayment.

Moreover, Luna reserves the right to pursue any other legal remedies available under applicable law for recovery of unpaid amounts.

## **7. Token and Line of Code (LOC) Usage Terms**

### **7.1 Token Credits and Line of Code (LOC) Redemption**

Certain Luna Services, including but not limited to AI-driven code generation, deployments, project outputs, and integration services, operate on a consumption-based billing model utilizing Token Credits ("Tokens"). Tokens function as prepaid digital units, where each Token represents a specific dollar value as determined by Luna at the time of purchase.

Tokens are redeemed in exchange for Lines of Code ("LOC") generated or deployed through the Service. The number of Tokens required per LOC may vary depending on the specific tool, feature, model complexity, project type, or service tier being utilized. Some advanced features, integrations, or high-complexity models may require a greater number of Tokens to generate or process a single LOC, while simpler tools may consume fewer Tokens per LOC.

The applicable Token-to-LOC exchange rates, along with the Token pricing structure, are published on Luna's Token and LOC Pricing Page ("Pricing Page"). The Pricing Page is incorporated into these Terms by reference and may be updated by Luna from time to time at its sole discretion. It is your responsibility to review the Token and LOC Cost Page periodically to remain informed of the current rates, pricing changes, feature-specific consumption requirements, or promotional adjustments that may affect your usage.

Luna does not guarantee fixed or locked Token-to-LOC rates, and continued use of the Service constitutes acceptance of any updated rates as published.

### **7.2 Purchase and Expiration of Tokens**

When you purchase Tokens, the Token Credits are credited to your Account balance upon successful payment. Tokens may be purchased in bundles or increments as offered by Luna at the time of sale. Unless otherwise explicitly specified in a separate written agreement, all purchased Tokens expire one (1) calendar year from the date of issuance. Promotional Tokens, such as those issued under incentive programs, marketing offers, or trials, may carry shorter expiration periods (e.g., thirty (30) to ninety (90) days) as stated at the time of issuance.

All Tokens, including Tokens earned through promotions, are:

- Non-refundable,
- Non-transferable between users or Accounts,
- Non-redeemable for cash or any equivalent monetary value beyond their application to Service consumption.

Unused Tokens will permanently expire after their applicable validity period and will not roll over into future billing cycles unless expressly agreed to by Luna in writing.

You are solely responsible for tracking your Token balance and expiration dates via your Account dashboard. Luna shall have no obligation to notify you of expiring Tokens unless otherwise required by applicable law.

### **7.3 Consumption Mechanics and Finality**

All Token and LOC consumption is measured by Luna's proprietary billing telemetry, metering systems, and automated tracking engines. You acknowledge and agree that the consumption metrics recorded and displayed in your Account dashboard are final, binding, and form the basis for billing, Token depletion, and Service eligibility determinations.

Luna may apply minor rounding adjustments in accordance with standard industry practices to ensure accurate and consistent metering. Such adjustments, whether upward or downward, are final and non-disputable.

Monitoring your Token consumption, LOC usage, and available balances, as well as ensuring that sufficient Tokens remain available for your ongoing project needs, is your exclusive responsibility. Luna disclaims any liability for service interruptions, incomplete outputs, project delays, or degraded access arising from your failure to maintain an adequate Token balance.

## **8. Acceptable Use Policy**

### **8.1 Prohibited Conduct**

You agree that you will not engage in any activities, directly or indirectly, that violate this Acceptable Use Policy or the intended purpose of the Service. Without limiting the generality of the foregoing, you specifically agree that you shall not:

- Use the Service in violation of any applicable local, state, national, or international law, regulation, judicial order, or third-party rights, including but not limited to intellectual property, data protection, and contractual rights;
- Submit, upload, transmit, distribute, or otherwise make available any material that is illegal, abusive, threatening, harassing, defamatory, obscene, discriminatory, offensive, or otherwise objectionable;
- Attempt to reverse-engineer, decompile, disassemble, decipher, extract, scrape, mine, or otherwise gain unauthorized access to the Service, Luna's underlying architecture, source code, data models, systems, security mechanisms, or any other proprietary technologies;



- Circumvent, disable, tamper with, or otherwise interfere with security features, authentication controls, rate limits, Service access restrictions, or Service integrity protections implemented by Luna;
- Use the Service or any outputs generated through the Service for purposes of benchmarking, competitive analysis, reverse engineering, replication, or development of any product or service that competes, directly or indirectly, with Luna, unless expressly authorized in writing by Luna prior to such activities;
- Publish, disclose, or otherwise disseminate any performance results, benchmarks, comparative analyses, or evaluations of the Service without Luna's prior written consent;
- Launch, facilitate, or participate in any denial-of-service attacks (including DDoS), spamming campaigns, malware distribution, or any other activities intended to disrupt, degrade, or damage Luna's systems, networks, users, or third parties.

You further agree not to use the Service in a manner that could impair Luna's operations, compromise the security or performance of the Service, interfere with other users' access, or expose Luna or its affiliates to legal liability. For more details, please refer to the Acceptable Use Policy available online, which is incorporated herein by reference.

## **8.2 Enforcement Actions**

Any violation of this Acceptable Use Policy constitutes a material breach of these Terms and may result in immediate enforcement actions at Luna's sole discretion, including but not limited to:

- Immediate suspension, restriction, or permanent termination of your Account without notice and without refund;
- Legal action to recover damages, obtain injunctive relief, or enforce Luna's rights under applicable law;
- Disclosure of your conduct and any associated evidence to appropriate law enforcement, regulatory, or governmental authorities for investigation and prosecution.

Luna reserves all rights to investigate violations of this Acceptable Use Policy and to cooperate with law enforcement authorities in prosecuting users who violate the law.

## **9. Intellectual Property Rights**

### **9.1 Ownership of Luna Intellectual Property**

Luna retains and reserves all right, title, and interest in and to the Service and all related intellectual property, including but not limited to:

- The Service platform, underlying architecture, source code, object code, software applications, data schemas, and databases;
- All artificial intelligence models, training data (excluding user-provided input), algorithms, system processes, and technical methodologies developed by Luna;

- APIs, integrations, SDKs, developer toolkits, and system interfaces;
- All documentation, user guides, FAQs, marketing materials, designs, trademarks, service marks, logos, trade dress, and other branding elements;
- All modifications, enhancements, adaptations, derivative works, improvements, or updates related to any of the foregoing.

Except as expressly stated in these Terms, no rights or licenses are granted to you by implication, estoppel, or otherwise. All rights not expressly granted are reserved by Luna.

You may not copy, modify, create derivative works based upon, distribute, publicly perform, publicly display, sublicense, sell, assign, lease, rent, lend, or otherwise commercially exploit any aspect of Luna's intellectual property without Luna's prior express written consent.

Unauthorized use of Luna's intellectual property constitutes a violation of these Terms and may also violate applicable intellectual property, privacy, and data protection laws.

## **9.2 User Content and Ownership of Outputs**

You retain all ownership rights, title, and interest in and to the data, prompts, specifications, configurations, files, and other materials that you input into the Service ("User Content").

Subject to your compliance with these Terms and to the extent permitted by applicable law, you also own the outputs, deliverables, and software artifacts generated by the Service ("Generated Outputs") based on your original User Content.

Ownership of Generated Outputs does not extend to the underlying models, system processes, algorithms, or training data owned by Luna, nor does it grant you any license or rights therein.

Luna retains a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, process, display, and use your User Content and Generated Outputs solely for the purpose of:

- Providing, maintaining, and improving the Service;
- Enhancing the accuracy, performance, and capabilities of Luna's AI models through the use of anonymized metadata;
- Conducting system operations, analytics, diagnostics, and technical support activities.

You acknowledge and agree that Luna may collect and use anonymized or aggregated usage data derived from your interactions with the Service to develop new features, optimize system performance, improve service quality, and for other business purposes. Such data will be processed in accordance with Luna's Privacy Policy.

You remain solely responsible for ensuring that your User Content and your use of any Generated Outputs:

- Complies with all applicable laws, regulations, and ethical standards;
- Does not infringe upon or misappropriate any third-party intellectual property rights;

- Is suitable for your intended purposes, including but not limited to production deployments, commercial offerings, or public distribution.

Luna expressly disclaims all warranties regarding the fitness, reliability, or suitability of Generated Outputs for any specific purpose without human review, validation, or modification.

## **10. Warranties and Disclaimers**

### **10.1 User Warranties**

By accessing and using the Service, you represent, warrant, and covenant that:

- You have the full right, power, and authority to enter into and fully perform your obligations under these Terms;
- All information you provide to Luna is true, accurate, complete, and current;
- You will comply with all applicable laws, regulations, and third-party rights while using the Service;
- You will not submit, upload, or distribute any material that infringes the intellectual property rights or privacy rights of any third party.

### **10.2 Disclaimer of Warranties**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. LUNA EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. LUNA DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR AVAILABLE AT ALL TIMES, NOR DOES IT WARRANT THAT THE RESULTS OBTAINED FROM USING THE SERVICE WILL BE RELIABLE, COMPLETE, ACCURATE, OR MEET YOUR SPECIFIC REQUIREMENTS.

LUNA MAKES NO GUARANTEES THAT ANY AI-GENERATED CODE, DATA, CONTENT, OR OTHER OUTPUTS WILL MEET YOUR PARTICULAR NEEDS, OBJECTIVES, OR STANDARDS OF QUALITY. FURTHERMORE, LUNA DOES NOT GUARANTEE THAT ANY DEFECTS, ERRORS, OR INACCURACIES WILL BE CORRECTED, NOR THAT THE OUTPUTS ARE SUITABLE FOR DEPLOYMENT IN PRODUCTION SYSTEMS WITHOUT APPROPRIATE HUMAN VALIDATION, REVIEW, AND TESTING. YOU ACKNOWLEDGE AND AGREE THAT ALL USE OF THE SERVICE IS UNDERTAKEN SOLELY AT YOUR OWN RISK.

### **10.3 Important Notice and Disclaimer Regarding AI-Generated Outputs**

Luna provides AI-generated software development outputs through its Service. While Luna's models are designed to produce highly reliable, efficient, and sophisticated code, data, and content, you acknowledge and understand that outputs generated by artificial intelligence inherently possess **probabilistic** and **non-deterministic** characteristics.

This means that:

- Outputs may vary from prompt to prompt, even with similar input parameters;

- Outputs may contain inaccuracies, errors, inconsistencies, omissions, or unexpected behaviors;
- Outputs may not comply with applicable laws, industry standards, coding best practices, regulatory requirements, or your specific technical, operational, or security needs.

Luna's AI systems are **machine-learning models** trained on large-scale data sets, including publicly available sources and licensed materials.

However, due to the nature of AI generation, the Service **does not guarantee** that outputs will be:

- Fit for a particular purpose,
- Free from vulnerabilities, biases, or conflicts,
- Suitable for production use without modification,
- Compliant with any specific jurisdictional, security, or safety regulations.

**You are solely and exclusively responsible for:**

- Carefully reviewing, validating, testing, and auditing any code, software artifacts, workflows, or content generated through the Service;
- Ensuring that outputs meet your internal quality assurance standards, regulatory compliance obligations, technical specifications, and security requirements;
- Identifying and correcting any issues, bugs, flaws, inaccuracies, or vulnerabilities before deploying or relying on any outputs in a production, customer-facing, or mission-critical environment;
- Obtaining any necessary third-party reviews, certifications, approvals, or legal evaluations, where required for your intended use case.

Luna expressly disclaims all responsibility and liability for:

- Any errors, defects, non-conformance, or deficiencies in AI-generated outputs;
- Any damages, costs, or liabilities arising from your reliance on, use of, or failure to properly validate outputs prior to deployment;
- Any failure to meet legal, regulatory, professional, security, or industry-specific standards resulting from your use of the Service.

By accessing and using the Service, you acknowledge and agree that **all outputs generated by Luna's platform are provided "as is"** without warranties of any kind, and that **you bear the ultimate responsibility for their final use, application, and impact.**

You further acknowledge that **AI assistance is no substitute for professional human judgment** and that outputs must be treated accordingly.

## **11. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LUNA, ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THIS INCLUDES, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUES, SAVINGS, GOODWILL, USE, DATA, BUSINESS OPPORTUNITIES, OR OTHER INTANGIBLE LOSSES, WHETHER ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, AND WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, EVEN IF LUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, LUNA'S TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS, THE SERVICE, OR YOUR USE THEREOF SHALL NOT EXCEED ONE HUNDRED UNITED STATES DOLLARS (USD \$100). SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY; THEREFORE, IN SUCH JURISDICTIONS, LUNA'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **12. Indemnification**

You agree to indemnify, defend, and hold harmless Luna Base Inc. ("Luna"), its affiliates, subsidiaries, officers, directors, employees, contractors, licensors, agents, successors, and assigns from and against any and all claims, demands, causes of action, liabilities, damages, losses, judgments, costs, and expenses (including reasonable attorneys' fees, court costs, and expert witness fees) arising out of or relating to:

- Your use, misuse, or inability to use the Service;
- Your breach or alleged breach of these Terms, including any representations, warranties, or covenants made by you;
- Your violation of any applicable laws, regulations, or third-party rights, including but not limited to intellectual property rights, data privacy laws, confidentiality obligations, or consumer protection statutes;
- Any User Content, Generated Outputs, or other materials you submit, upload, transmit, or otherwise make available through the Service, including any claims that such materials infringe, misappropriate, or otherwise violate the rights of a third party.

Luna reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. In such event, you agree to cooperate fully with Luna in the defense and settlement of the claim, including providing timely access to relevant information, documents, records, witnesses, and assistance.

You may not settle or compromise any claim, suit, or proceeding without Luna's prior written consent if such settlement would impose any liability, obligation, or admission of wrongdoing on Luna or impair Luna's rights in any way.

Your indemnification obligations under this Section 12 are independent of your other obligations under these Terms and shall survive the expiration or termination of these Terms or your use of the Service.

## **13. Termination and Suspension**

### **13.1 Termination by Luna**

Without limiting any other remedies available under these Terms, at law, or in equity, Luna reserves the right to immediately terminate or suspend your access to the Service, in whole or in part, with or without prior notice, at its sole discretion, if:

- You materially or repeatedly breach any provision of these Terms or violate any supplemental policies incorporated herein;
- You fail to pay any undisputed amounts owed to Luna when due, and such failure is not cured within a reasonable time after notice from Luna;
- You engage in conduct that Luna reasonably believes exposes Luna, its affiliates, partners, or users to legal liability, reputational harm, or security risks;
- You misuse, abuse, or exploit the Service in a way that materially disrupts Luna's systems, interferes with other users, circumvents technical limitations, or otherwise degrades the performance, integrity, or availability of the Service.

Upon any termination or suspension:

- All licenses and rights granted to you under these Terms shall immediately cease and terminate;
- You must promptly discontinue all use of the Service and delete any locally stored materials derived from the Service (to the extent permissible by law);
- Luna reserves the right, subject to applicable data retention policies and laws, to permanently delete or deactivate your Account, including any associated data, content, or usage records, after a commercially reasonable retention period determined at Luna's discretion.

Termination by Luna shall be without prejudice to any other rights or remedies Luna may have at law, in equity, or under these Terms.

### **13.2 Termination by User**

You may voluntarily terminate your Account and Paid Subscription at any time by either:

- Submitting a cancellation request through your Account management dashboard; or
- Providing written notice of termination to Luna's Support Team at [Insert Support Email].

Termination initiated by you will become effective at the end of your then-current billing cycle unless otherwise agreed in writing. You remain responsible for the full payment of any accrued but unpaid Subscription Fees, Token purchases, LOC purchases, or other service charges incurred prior to the effective date of termination.

If you terminate prior to the end of a billing period, you will not be entitled to any refunds, pro-rata credits, or reimbursement of prepaid fees unless required by applicable law or as otherwise expressly provided in a separate agreement with Luna.

### **13.3 Survival of Terms**

Upon expiration or termination of your Account and these Terms for any reason, the following sections shall survive and continue to remain in full force and effect:

- Section 8 (Acceptable Use Policy),
- Section 9 (Intellectual Property Rights),
- Section 10 (Disclaimers and Warranties),
- Section 11 (Limitation of Liability),
- Section 12 (Indemnification),
- Section 13 (Termination and Suspension),
- Section 17 (Governing Law and Jurisdiction),
- Section 18 (Dispute Resolution),
- Section 19 (Miscellaneous Provisions).

Any obligations and liabilities arising prior to the effective date of termination, including outstanding payment obligations, shall also survive termination.

#### **14. Force Majeure**

Luna shall not be liable for any failure to perform, delay in performance, or interruption of the Service that results, directly or indirectly, from causes beyond its reasonable control ("Force Majeure Events"). Such Force Majeure Events may include, but are not limited to, acts of God or natural disasters such as earthquakes, floods, hurricanes, or wildfires; government actions, laws, or regulations; acts of terrorism, armed conflicts, war, or civil unrest; labor disputes, strikes, or industrial actions; failures of the internet, telecommunications networks, or critical infrastructure providers; supply chain disruptions affecting essential service providers; or public health emergencies such as pandemics, epidemics, or government-imposed health-related restrictions.

Luna's obligations shall be suspended for the duration of any Force Majeure Event, and performance shall resume as soon as reasonably practicable after the cessation of the Force Majeure Event. Luna shall use commercially reasonable efforts to mitigate the effects of any such events and restore the availability of the Service. However, under no circumstances shall Luna be held liable for any loss, damage, delay, or failure to perform caused by Force Majeure Events.

#### **15. Export Controls and Compliance**

##### **15.1 Compliance with Export Laws**

You agree to comply with all applicable United States and international export control, economic sanctions, and trade laws ("Export Laws") in connection with your use of the Service. Such Export Laws include, without limitation, the Export Administration Regulations ("EAR") administered by the U.S. Department of Commerce, the sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and the International Traffic in Arms Regulations ("ITAR").

By accessing and using the Service, you represent, warrant, and covenant that:

- You are not located in, organized under the laws of, or ordinarily resident in any country or region subject to comprehensive U.S. government sanctions, including but not limited to Cuba, Iran, North Korea, Syria, and the Crimea region of Ukraine;
- You are not identified on, owned by, or acting on behalf of any entity or individual listed on any U.S. government restricted party lists, including but not limited to the Specially Designated Nationals (SDN) List, the Entity List, or the Denied Persons List.

You further agree that you shall not, without prior U.S. government authorization:

- Export, re-export, transfer, distribute, or release the Service, its underlying technology, software, algorithms, models, or technical data, directly or indirectly, into any jurisdiction or to any individual or entity where such activity would violate Export Laws;
- Use the Service in any manner prohibited by Export Laws, including for prohibited nuclear, chemical, or biological weapons proliferation or for military end uses or military end users prohibited under U.S. law.

Violation of applicable Export Laws is a material breach of these Terms and may result in immediate suspension or termination of your access to the Service. Additionally, you acknowledge that violations may subject you to civil penalties, criminal prosecution, and other legal consequences under U.S. and international law.

## **16. Privacy and Data Protection**

### **16.1 Privacy Policy**

Your use of the Service is subject to Luna's Privacy Policy, which governs how we collect, use, disclose, and protect your personal information. By accessing or using the Service, you consent to the collection and use of your personal information in accordance with the practices described in the Privacy Policy. You acknowledge that it is your responsibility to review the Privacy Policy periodically for any updates.

### **16.2 Data Collection and Use**

When you use the Service, Luna may collect various types of information, including registration and billing details, usage data such as API calls, Token consumption, and Lines of Code (LOC) generated, system logs and diagnostic information, and metadata regarding your interactions with Luna's AI services. This information is processed by Luna to operate, maintain, and improve the Service, to provide technical support and respond to your inquiries, to monitor Service usage and ensure the security and integrity of our platform, and to comply with applicable legal and regulatory obligations. You agree that Luna's collection and use of such data are necessary for the proper functioning of the Service and for the fulfillment of Luna's obligations under these Terms.

### **16.3 International Data Transfers**

By using the Service, you acknowledge and agree that your personal information may be transferred to and processed in the United States and other countries where Luna or its third-party service providers maintain facilities. You understand that data protection laws in these jurisdictions may differ from those in your country of residence and may not offer the same level of protection as those in your home jurisdiction. Luna has implemented appropriate safeguards, such as Standard Contractual Clauses where



required, to protect your personal data during international transfers and to ensure that your data is treated securely and in accordance with applicable data protection laws.

#### **16.4 GDPR Compliance (For EEA and UK Users)**

For users located in the European Economic Area (EEA) and the United Kingdom who are subject to the General Data Protection Regulation (GDPR), Luna acts as a "Data Controller" with respect to the processing of your account registration, billing, and Service usage data. Under GDPR, you have certain rights regarding your personal data, including the right to request access, rectification, erasure, restriction of processing, data portability, and the right to object to certain forms of processing. To exercise any of these rights, you may contact Luna at [Insert Privacy Contact Email]. Luna is committed to responding to your requests in accordance with applicable GDPR requirements.

#### **16.5 CCPA Compliance (For California Users)**

If you are a California resident, you are entitled to certain rights under the California Consumer Privacy Act (CCPA) regarding your personal information. These rights include the right to request access to the personal information Luna has collected about you and the right to request the deletion of your personal information, subject to certain exceptions. Luna does not sell personal information as defined under the CCPA. You may submit requests to exercise your CCPA rights by contacting Luna at [Insert Privacy Contact Email]. Luna will respond to such requests in accordance with applicable legal requirements.

### **17. Governing Law and Jurisdiction**

These Terms and your use of the Service shall be governed exclusively by the laws of the **State of Delaware, United States**, without regard to its conflict of laws rules or principles.

You agree that:

- Any legal action or proceeding related to these Terms or the Service shall be brought exclusively in the state or federal courts located in Wilmington, Delaware;
- You irrevocably submit to the exclusive jurisdiction and venue of such courts;
- You waive any objections to the jurisdiction or venue of such courts based on forum non convenient or any other legal grounds.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

### **18. Dispute Resolution**

#### **18.1 Mandatory Arbitration**

If any dispute, claim, or controversy arises out of or relates to these Terms, your use of the Service, or the breach, termination, enforcement, interpretation, or validity thereof ("Dispute"), but expressly excluding claims arising under the Acceptable Use Policy (which shall be governed separately), the parties agree that the Dispute shall be resolved exclusively through final and binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules then in effect. The arbitration shall be conducted in English and shall take place in Wilmington, Delaware, unless the parties mutually agree to an alternative venue. The arbitration shall be presided over by a

single neutral arbitrator selected in accordance with the AAA Commercial Arbitration Rules, unless the parties otherwise mutually agree to a panel of three arbitrators.

The parties expressly agree that arbitration is the sole and exclusive forum for resolving Disputes and that by entering into these Terms, each party waives the right to litigate Disputes in court before a judge or jury.

### **18.2 Exceptions to Arbitration**

Notwithstanding the above, the following categories of Disputes are expressly excluded from mandatory arbitration:

- Claims relating to or arising out of alleged infringement, misappropriation, or violation of either party's intellectual property rights, including but not limited to trademarks, trade secrets, patents, copyrights, or moral rights;
- Claims seeking injunctive relief, equitable relief, or other forms of immediate, emergency, or provisional relief to prevent unauthorized access, misuse, data breaches, security incidents, illegal activities, or breaches of confidentiality.

For such excluded claims, either party may seek relief in any court of competent jurisdiction, and the parties consent to the exclusive jurisdiction and venue described in Section 17 (Governing Law and Jurisdiction).

### **18.3 Arbitration Procedures**

Each party shall bear its own attorneys' fees, arbitration fees, filing costs, expert witness fees, and expenses related to the arbitration unless the arbitrator determines that an award of costs or attorneys' fees is appropriate under applicable law or the facts presented. The arbitrator's award shall be final, binding, and non-appealable (except as permitted under the Federal Arbitration Act) and may be entered and enforced as a judgment in any court of competent jurisdiction. The arbitrator shall have the authority to award monetary damages, injunctive relief, specific performance, and any other remedy available under applicable law. However, the arbitrator may not award punitive or exemplary damages unless such damages would otherwise be available under applicable law. To the maximum extent permitted by law, the arbitration proceedings, evidence submitted, and any awards rendered shall remain strictly confidential, except to the extent necessary to enforce the award or comply with applicable law.

### **18.4 Waiver of Class and Collective Actions**

YOU AND LUNA AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION. NEITHER YOU NOR LUNA SHALL BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, MASS, OR COLLECTIVE PROCEEDING.

If a court or arbitrator determines that the waiver provided in this paragraph is invalid, unenforceable, or otherwise void with respect to a particular claim or request for relief, then the entirety of this Dispute

Resolution Section (Section 18) shall be null and void as to that claim or request for relief, and the parties shall be deemed not to have agreed to arbitrate such claim or request for relief.

## **19. Miscellaneous Provisions**

### **19.1 Assignment**

You may not assign or transfer these Terms, or your rights or obligations under them, without Luna's prior written consent.

Any unauthorized assignment shall be null and void.

Luna may freely assign or transfer these Terms without restriction.

### **19.2 Severability**

If any provision of these Terms is found to be invalid, unlawful, or unenforceable:

- That provision shall be modified to the minimum extent necessary to make it enforceable (or severed if necessary);
- The remaining provisions shall remain in full force and effect.

### **19.3 No Waiver**

Failure by Luna to enforce any provision of these Terms shall not be deemed a waiver of future enforcement of that or any other provision.

Any waiver must be **in writing** and signed by an authorized representative of Luna to be legally effective.

### **19.4 Entire Agreement**

These Terms, along with the Privacy Policy, Token and LOC Usage Terms, and any additional written agreements, constitute the **entire agreement** between you and Luna regarding the Service.

They supersede all prior or contemporaneous agreements, understandings, or communications, whether written or oral, relating to the Service.

### **19.5 Notices**

Notices required under these Terms must be sent to:

- For Luna: [Insert Luna Legal Contact Email] or via certified mail to Luna Base Inc., [Insert Physical Address].
- For you: To the email address associated with your Account or via in-app notification.

## **Definitions**

For purposes of these Terms of Service ("Terms"), the following capitalized terms shall have the meanings set forth below. Terms defined in other sections of these Terms shall also have the meanings given to them therein.

### **"Account"**

A user registration profile established to access and use the Service, associated with registration credentials and billing information.

**"Agreement"**

Collectively, these Terms, the Privacy Policy, the Token and LOC Usage Terms, the Refund Policy, any additional Supplemental Policies, and any executed order forms or supplemental written agreements between you and Luna Base Inc.

**"Generated Outputs"**

The code, data, artifacts, workflows, or other results generated by the Service based on User Content inputs, subject to user ownership rights as described herein.

**"Free Trial"**

A time-limited, no-cost subscription to the Service provided for evaluation and internal testing purposes only, with access restricted under specified conditions.

**"LOC" or "Line of Code"**

A discrete unit of software code generated or processed by the Service. LOCs may be billed or consumed as part of Token redemptions or Subscription usage quotas.

**"Luna"**

Luna Base Inc., a Delaware corporation, including its affiliates, subsidiaries, officers, directors, employees, contractors, licensors, and agents.

**"Paid Subscription Plan" or "Subscription Plan"**

A paid service tier providing expanded access to the Service's functionality, features, support levels, and usage allowances, purchased on a recurring billing basis.

**"Service"**

The suite of platforms, applications, APIs, tools, systems, software, websites, integrations, and other services provided by Luna Base Inc., including any AI-driven code generation, automation, and related deliverables.

**"Supplemental Policies"**

Additional posted policies, guidelines, or agreements incorporated into these Terms by reference, including but not limited to Luna's Privacy Policy, Token and LOC Usage Terms, Acceptable Use Policy, Refund Policy (if applicable), and any additional addenda or exhibits.

**"Token" or "Token Credits"**

Prepaid digital units representing a dollar value, used to redeem LOCs or access premium features, outputs, or services under Luna's consumption-based billing model.

**"Token and LOC Cost Page"**

The webpage published by Luna describing the current Token pricing, LOC redemption rates, and applicable consumption rules, which may be updated periodically at Luna's discretion.

### **"User," "you," or "your"**

Any individual, company, organization, or entity that registers for, accesses, or uses the Service, whether through a Free Trial, Paid Subscription Plan, or Token-based model.

### **"User Content"**

All data, prompts, text, files, configuration details, project specifications, or other materials submitted, uploaded, or inputted by a User into the Service.

### **"Usage Metrics"**

Quantitative measurements of Token or LOC consumption, system interactions, and usage activity as recorded by Luna's proprietary telemetry and billing systems.

### **Execution Statement**

By accessing, registering for, or using the Service, you expressly acknowledge, affirm, and agree as follows:

- **Acknowledgment and Acceptance:**  
You have read, understood, and voluntarily accepted these Terms in their entirety, including any policies or agreements incorporated herein by reference. You understand that these Terms govern your legal relationship with Luna Base Inc. and that they affect your rights and obligations.
- **Authority and Capacity:**  
You represent and warrant that you have the full legal right, authority, and capacity to accept these Terms on your own behalf or on behalf of any entity, organization, or company that you represent.  
If you are acting on behalf of an entity, you further affirm that you have the authority to bind that entity to these Terms and that all obligations and responsibilities under these Terms shall be enforceable against that entity.
- **Electronic Signature and Consent:**  
You agree that your electronic acceptance of these Terms (whether by clicking "I Agree," "Accept," "Start Free Trial," "Create Account," checking a box, or other affirmative action) constitutes your legally binding signature, equivalent to a handwritten signature, and forms a valid and enforceable contract under the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act), the Uniform Electronic Transactions Act (UETA), and applicable international laws.
- **Electronic Communications and Notices:**  
You consent to receive all notices, agreements, updates, disclosures, and other communications relating to the Service electronically, including by email, in-app notifications, platform postings, or any other means chosen by Luna.  
You agree that such electronic communications satisfy any legal requirement that

communications be in writing and that they shall have the same force and effect as physical documents signed by you.

- **Agreement to Governing Law and Jurisdiction:**

You agree that your use of the Service and these Terms are governed exclusively by the laws of the State of Delaware, United States, and you consent to the exclusive jurisdiction and venue of the courts located in Wilmington, Delaware.

- **Binding Nature:**

These Terms shall be binding upon and inure to the benefit of you and Luna and our respective successors and permitted assigns.

- **Understanding and Voluntary Acceptance:**

You represent and confirm that you are not relying on any oral or written representation, statement, or warranty by Luna except as expressly stated in these Terms.

You understand that you had the opportunity to consult with independent legal counsel before accepting these Terms, and you accept them voluntarily without duress or coercion.

**IMPORTANT: IF YOU DO NOT AGREE TO THESE TERMS, OR DO NOT HAVE AUTHORITY TO BIND YOURSELF OR YOUR ORGANIZATION, YOU MUST NOT ACCESS OR USE THE SERVICE.**