aio

Terms and Conditions

Last Updated: April, 2025

Welcome to aio!

These Terms and Conditions ("Terms" or "Terms and Conditions") contain the agreement between you and aio and explain how you may use this website or our Services connected with the same. Please read these Terms carefully. Please also read our Privacy policy.

You form a contract with us when you confirm that you accept these Terms or when you otherwise use the aio.

This is a contract between you and aio. You should read it.

WHO WE ARE

The company that you are contracting with is:

AIO SOFTWARE - FZCO, a limited liability pursuant to Law no. 16 of 2021 by H.H.

Ruler of Dubai and Implementing Regulations issued there under by the Dubai

Integrated Economic Zones Authority (DIEZA) and was registered in Free Zone

Company records on this day 24th October 2023 incorporated in Dubai with company registration number as DSO-FZCO-34542

Hereinafter "aio", "we", "our", "us" in these Terms, we are referring to that specific company unless we say otherwise.

Non-legally-binding-introduction

In technical terms, aio is a SaaS platform that allows brands to create, track and optimize partner programs, manage leads, and increase ad campaigns conversion rates. But behind every technology, there is a group of devoted people. And these people are also aio.

At aio, we are passionate about building software that solves business problems. We partner with Advertisers, Publishers, and Networks to transform the way they interact, use technology and work with data. Our software is used to increase productivity, optimize processes, and see results in ROI instantly.

Our goal is to revolutionize the way advertisers, publishers, and networks interact & give them the ability to reach their desired audience through our powerful technology and service.

By getting access to aio, you get the following extensions:

by using our Platform:

- 1. Gain secure access to and distribute your insights with our enhanced statistics functionality.
- 2. Utilize our analytics solution, featuring detailed drilldown reports and precise click and conversion metrics, to fully leverage your data.
- 3. Tailor reports to align with your business objectives, ensuring that you focus exclusively on relevant data.

- 4. Our advanced statistics filters enable you to efficiently sift through information, isolating critical insights.
- 5. Optimize operations with comprehensive management control, utilizing bulk actions for efficiency and smart notifications for timely updates.
- 6. Seamlessly manage affiliate and advertiser accounts, ensuring effective collaboration and performance tracking.
- 7. Customize user permissions for enhanced security and operational flexibility.
- 8. Align commissions and payment rules with your business strategy to improve financial management.
- 9. and much more!

and other features.

end of the non-legally-binding-introduction –

These Terms constitute a legally binding contract between you and aio. Terms govern your use of aio. By accessing or using aio, you agree to be bound by these Terms. If you do not agree to these Terms, then you may not use aio.

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aio

Terms and Conditions

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1. Definitions

"Acceptable use policy" means the policy, which governs your permitted use of the Website and aio;

"Authorized User" means Client's authorized person with a valid aio ID and password to access the Services.

"Client" means any person who has expressed an intention to and got an access to the Services available through aio along with its Authorized Users. Usually the Client means You.

"Dedicated Domain" means the domain individually assigned by aio through the Subscription to enable the Client to use the Services.

"aio" means SaaS (Software-as-a-service) platform that provide You with the Services through the Subscription or fixed payment.

"User" means any person who somehow interacts with aio.

"Website" means https://aio.tech/

FOR THE AVOIDANCE OF DOUBT, aio IS A PROVIDER OF SOFTWARE AND DEDICATED DOMAIN.

IN ORDER TO GET ALL FEATURES FROM OUR SERVICES, YOU CAN LINK AUTHORIZED ACCOUNT WITH aio IN THE CASE YOU HAVE A STRICT PERMISSION FROM SUCH USERS. UNDER NO CIRCUMSTANCES, WE ASSURE YOU, THAT WE DO NOT HAVE ACCESS TO SUCH AUTHORIZED USERS.

YOU REPRESENT AND WARRANT, AND CAN DEMONSTRATE FULL SATISFACTIONS UPON REQUEST TO US THAT YOU (I) OWN OR OTHERWISE CONTROL ALL RIGHTS AND PERMISSIONS TO ENTER INTO THESE TERMS AND TO GRANT ALL THE RIGHTS TO AUTHORIZED USERS FOR THE DEDICATED DOMAIN; (II) YOU HAVE FULL AUTHORITY TO ACT ON BEHALF OF ANY AND ALL OWNERS OF ANY RIGHT, TITLE OR INTEREST IN AND TO ANY CONTENT.

2. Acceptable Use Policy

You agree that you will not:

- Use aio to promote, engage in, or facilitate any illegal activity;
- Use aio to upload, post, or otherwise transmit any content that is illegal, harmful, threatening, abusive, harassing, defamatory, obscene, or otherwise objectionable;
- Use aio to upload, post, or otherwise transmit any content that infringes or violates any intellectual property, privacy, or publicity rights of any third party;
- Use aio to distribute unsolicited or unauthorized advertising, promotional materials, or spam;
- Use aio to distribute viruses, worms, Trojan horses, or other harmful software;
- Use aio in any way that could interfere with, disrupt, or negatively affect the aio or the servers, networks, or other infrastructure underlying aio;
- Attempt to gain unauthorized access to any portion or feature of aio, or any other systems or networks connected to aio, by hacking, password "mining," or any other illegitimate means;
- Use any robot, spider, crawler, scraper, or other automated means or interface not provided by us to access aio or to extract data;

- Reverse engineer any aspect of aio or do anything that might discover source code or bypass or circumvent measures employed to prevent or limit access to any area, content, or code of aio;
- Engage in any activity that interferes with or disrupts aio (or the servers and networks that are connected to aio), including by transmitting any worms, viruses, spyware, malware, or any other code of a destructive or disruptive nature

We reserve the right to investigate and take appropriate legal action against anyone who, in its sole discretion, violates this Acceptable Use Policy, suspending or terminating the account of such violators, and reporting such violators to law enforcement authorities.

3. Access to the Service

3.1 Eligibility and User Permissions

aio is available to entities that can form legally binding contracts under applicable law.

3.2 Registration

To access and use the aio, you must register for an account by providing us with current, accurate, and complete information as prompted by the registration process. You are responsible for keeping your account information up-to-date and accurate at all times. We reserve the right to refuse registration of or cancel any account in our sole discretion, including, but not limited to, accounts that violate our Acceptable Use Policy or that may be offensive, illegal, or violate any party's intellectual property rights.

3.3. If you are using or opening an account on behalf of a company, entity, or organization, then you represent and warrant that you: (i) are an authorized representative of that company and any individual represented by such company with the authority to bind such company to these Terms and (ii) agree to be bound by these Terms on behalf of such company.

- 3.4. You agree that you will not sell, trade, or transfer your account or account access to any other party without our prior written consent. If You are an owner of a company and your account is deleted or suspended for any reason.
- 3.5. If You use an account on behalf of a company, you may generate various numbers of roles and provide access to an unlimited number of users in order to manage the account. By doing that You can grant different types of access to aio. In the case You provide such accesses, you represent and warrant to us that such users correspond and bind with the Terms.

3.6 Account Security

You are responsible for maintaining the confidentiality of your login credentials and for any activity that occurs under your account. You agree to notify us immediately of any unauthorized access to or use of your account or any other breach of security. We reserve the right to require you to change your password if we believe that your account is no longer secure. You agree that you will not share your login credentials with anyone else or allow anyone else to access your account.

3.7 Availability

We may update, pause, or discontinue the aio service when necessary, aiming to notify you in advance whenever possible. While we strive to provide uninterrupted service, there may be occasions where adjustments are required. Please note, we cannot be held responsible for any potential impacts caused by changes, temporary pauses, or the discontinuation of the Service, unless provided in SLA (Service Level Agreement). Additionally, we reserve the right to manage access to the Service as needed.

4. Use of aio

4.1. License

Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to use aio solely for your personal or internal business purposes. Except as expressly authorized by us, you may not modify, reverse engineer, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any data or other materials contained in aio. You also may not access or use aio for any purpose prohibited by applicable law or these Terms.

4.1.1. License Restrictions

You may not copy, modify, distribute, sell, or lease any part of aio or its code without our prior written consent. You may not reverse engineer or attempt to extract the source code of aio unless it is expressly permitted by applicable law. You may not use any automated tools or scripts to access or use the Service unless it is expressly permitted by us in writing.

4.1.2. Content License

By submitting data, you grant us a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, display, reproduce, distribute, and modify your data in connection with providing aio to you and other Authorized Users. It means that you provide us with the ability to use, show, copy, share, and make changes to your data as needed for the services and that your data will be accessible to your Authorized Users. The license you grant is non-exclusive (you can still use your data as you wish), royalty-free (you won't be charged for this usage), transferable and sublicensable (we can allow others, like our service partners, to use it as needed), and applies globally. We ask you about such rights only to make aio accessible for You and Authorized Users

4.1.3. Termination of License

We may terminate your license to use aio under the following circumstances:

- 4.1.3.1. By providing 30 days' prior notice for any reason.
- 4.1.3.2. Immediately, if we detect any illegal interference or unauthorized actions that compromise the operation of the services.
- 4.1.3.3. If we are required to restrict access due to a request from authorized regulatory or governmental bodies.

4.2. Disclaimer of Warranties

Unless specified in SLA (Service Level Agreement), aio is provided on an "as is" and "as available" basis, without any warranty of any kind, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Services will be uninterrupted or error-free, that defects will be corrected, or that the Services is free of viruses or other harmful components. You assume all responsibility and risk for your use of the Services.

4.3. Limitation of Liability

In no event will we be liable to you or any third party for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Services or these Terms, even if we have been advised of the possibility of such damages. Our liability to you or any third party in any circumstance is limited to not greater than (i) the amount of fees you have paid to us in the twelve (12) months prior to the action giving rise to liability. We are not responsible for any content provided by Creators, and we disclaim all liability with respect to such content. We do not guarantee the accuracy, completeness, or usefulness of any data on the Services or any portion thereof. We are not responsible for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any data, emailed, transmitted, or otherwise made available via the Services.

4.5. Entire Agreement

These Terms, Payment and Refund Policy, our Privacy Policy constitute the entire agreement between you and aio with respect to aio and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us with respect to the Services. If any provision of these Terms is found to be unenforceable or invalid, the remaining provisions will remain in full force and effect and an enforceable term will be substituted reflecting our intent as closely as possible.

5. Payment and Refund Policy

NOTE: We may offer you a free Demo period to evaluate the capabilities of the aio. You don't need to link your credit card in this case.

5.1 Payment Processing

We use several electronic payment services. All transactions are processed by third party payment processors. By making a payment, you authorize aio and its payment processor to charge the full amount of the transaction, including any applicable fees, to your chosen payment method.

You may purchase subscriptions using the following payment methods, including Mastercard, Visa, Wire and others.

Please note that payment card issuers may charge additional fees for transaction processing or currency conversion.

5.2 Subscription

Subscription may be subject to additional terms and conditions that will be disclosed at the time of purchase.

5.3 Automatic Renewal

If you choose to automatically renew the subscription fee, all subscription plans will automatically renew in the end of the subscription period, unless you cancel the subscription prior to the renewal date. If you do not cancel, we will automatically renew your subscription and charge your selected payment method at the then-current subscription rate.

5.4 Refunds

We do not offer refunds except as required by applicable law. You will receive access to the aio immediately upon purchase of the subscription. After that, our delivery of the aio is considered complete, and your right to cancel or withdraw from the agreement is lost at that point.

If you believe you are entitled to a refund, please contact us at service@aio.tech and we will consider your request, but we do not guarantee that your request will be granted. If your refund request is approved, you will receive your refund in up to 20 business days back to your original payment method.

5.5 Payment disputes

If you dispute a payment made to the aio, you agree to first contact the aio to attempt to resolve the dispute. If we are unable to resolve the dispute, you may contact your payment provider or credit card issuer to initiate a chargeback.

5.6 Changes to Payment and Refund policy

aio reserves the right to change this payment and refund policy at any time without prior notice. Any changes we make will be effective immediately upon posting on our Website. Your continued use of the aio after we post changes to this policy constitutes your acceptance of those changes. It is your responsibility to periodically review this Payment and Refund policy for any updates or changes.

6. Ownership and Rights

6.1. Ownership

As between you and us, You retain all ownership rights in the data you create or post using aio. You are solely responsible for the information you create or post and the consequences of sharing or publishing it.

6.2. Feedback

If you provide us with any suggestions, comments, or other feedback relating to aio (collectively, "Feedback"), you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit the Feedback without restriction or compensation to you.

6.3. Publicity

You agree that we may use your name and logo to identify you as a User of aio in our promotional materials, including on our Website and in our marketing and advertising campaigns, unless otherwise specified in Non-Disclosure Agreement.

7. Indemnification

7.1. You agree to indemnify, defend, and hold harmless aio, our affiliates, and our respective officers, directors, employees, agents, and representatives from and against any and all claims, damages, obligations, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) your use of aio, (ii) your data, (iii) your breach or alleged breach of these Terms,

- (iv) your violation of any law, regulation, or third-party right, and (v) any dispute between you and any third party.
- 7.2. We reserve the right to assume, at our sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.
- 7.3. This indemnification provision will survive the termination of these Terms and your use of aio.

8. Disclaimer of Warranties

8.1. No Warranty

You acknowledge and agree that aio is provided on an "as is" and "as available" basis. We do not make any representations or warranties of any kind, express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance, except as expressly provided in these Terms.

aio makes any representations about the accuracy, safety, reliability, currency, quality, completeness, usefulness, performance, security, legality, or suitability of the platform or any of the information contained therein.

8.2. No Endorsement

We do not endorse, warrant, or guarantee any products, services, or Content that may be advertised or promoted on aio by third parties. We do not make any representations or warranties regarding the quality, reliability, timeliness, or accuracy of any such products, services.

8.3. No Liability

You acknowledge and agree that we have no liability for any errors or omissions in any use of the Services, or for any loss or damage of any kind incurred as a result of the use of the Services. You further acknowledge and agree that we have no liability for any interruptions or cessation of the Services, whether caused by us or a third party.

8.4. No Guarantee

You acknowledge and agree that we do not guarantee that aio will be uninterrupted, error-free, or free of viruses or other harmful components. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data.

8.5. Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

9. Limitation of Liability

9.1. We will not be liable to you or any third party for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Services or these Terms, even if we have been advised of the possibility of such damages. Our liability to you or any third party in any circumstance is limited to the amount paid by you to us during the six (6) months prior to the action giving rise to liability.

- 9.2. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In such jurisdictions, our liability will be limited to the maximum extent permitted by law.
- 9.3. We are not liable for any failure or delay in performing our obligations under these Terms where the failure or delay results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

10. Illegal Activities and Law Enforcement Cooperation

10.1. Reporting

If you become aware of any illegal or unauthorized use of the Services, please contact us immediately. We reserve the right to investigate any such use and take appropriate action, including but not limited to terminating a User's account and reporting such use to law enforcement authorities.

10.2. No Liability

We will not be liable to you or any third party for any damages or losses resulting from our cooperation with law enforcement agencies or any disclosures made in compliance with applicable laws, regulations, legal processes, or government requests.

11. Personal Data and Privacy

11.1. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy policy, which explains what personal information we collect from you, how and why we

collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities in the event you have a query or complaint related to the use of your personal information. We do not have control over the personal information that you receive from Autorised Users.

11.2. Autorised Users personal data

If you represent more than one Autorised User, you guarantee to us that you get full permission to get access to their personal data and will act as a controller of their personal data in relation to us.

11.3. Third-Party Providers

We use third-party providers to process payments and other financial transactions on the Services. Any such information is subject to our Privacy Policy, the third-party providers' privacy policies and security protocols.

12. Governing Law and Dispute Resolution

12.1. Governing Law

These Terms and your use of aio shall be governed by and construed in accordance with the laws of England and Wales.

12.2. Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be subject to the exclusive jurisdiction of the courts of the Republic of Cyprus.

12.3. No Class Actions

You waive any right to participate in a class action lawsuit or class-wide arbitration against us.

12.4. Injunctive Relief

Notwithstanding the foregoing, we may seek injunctive or other equitable relief to protect our intellectual property rights and confidential information in any court of competent jurisdiction.

13. Changes to these Terms

13.1. Amendments

We reserve the right to modify or update these Terms at any time, in our sole discretion. If we make any material changes to these Terms, we will notify you by posting a notice on Website or by sending an email to the address associated with your account. Your continued use of the aio after the effective date of any such changes constitutes your acceptance of the revised Terms.

13.2. Termination

We may terminate or suspend your access to the aio under the following circumstances:

- 13.2.1. By providing 30 days' prior notice for any reason.
- 13.2.2. Immediately, if we detect any illegal interference or unauthorized actions that compromise the operation of the services.

13.2.3. If we are required to restrict access due to a request from authorized regulatory or governmental bodies

Upon any termination or suspension, your right to use the aio will immediately cease, and we may, without liability to you or any third party, immediately deactivate or delete your account and all related data.

13.3. Survival

The following provisions will survive any termination or expiration of these Terms: Ownership and Rights, Indemnification, Disclaimer of Warranties, Limitation of Liability, and Governing Law and Dispute Resolution.

13.4. Entire Agreement

These Terms, together with any separate agreement between you and us, constitute the entire agreement between you and us regarding aio and supersede all prior agreements and understandings, whether written or oral, relating to aio.

13.5. Waiver and Severability

Our failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. If any provision of these Terms is found to be invalid or unenforceable by a court of competent jurisdiction, such provision will be severed from the remainder of these Terms, which will remain in full force and effect.

14. Termination

14.1. By You

You may terminate your account at any time by contacting our support team or by following the instructions in your account settings. Upon termination, we will delete your account and all of your content from our servers, except as set forth below.

14.2. By Us

We may terminate your account at any time, with or without cause, at our sole discretion. In the event of termination by us without cause, we will refund you any unused portion of any fees you have paid to us. In the event of termination by us for cause, we will not refund any fees you have paid to us.

14.3. Effect of Termination

Upon termination of your account, all licenses granted to you by us will immediately terminate. You will no longer have access to aio, and any content or other data associated with your account may be deleted.

15. Contact Us

If you have any questions or concerns about these Terms or aio, please don't hesitate to contact us at service@aio.tech

We appreciate your feedback and welcome any suggestions you may have for improving aio. We would also like to express our gratitude to you for using our platform and being a valued member of our community.