

Terms of Service

Service: Kink IQ (incl. the ONYX co-pilot) **Effective:** June 30, 2026 **Last updated:** July 14, 2026

Version: 1.2

These Terms of Service ("Terms") are a binding agreement between you and Kink IQ governing your use of Kink IQ (the "Service"). Please read them carefully — they include important limits on liability and how disputes are resolved.

01 Acceptance & eligibility

By creating an account or using the Service, you agree to these Terms and to our Privacy Policy. If you do not agree, do not use the Service.

You must be at least **18 years old** and able to form a binding contract to use the Service. By using it, you represent that you meet these requirements. The Service is intended for personal, non-commercial use.

Export & sanctions. You may not use the Service if you are barred from doing so under applicable export-control or economic-sanctions laws, and you represent that you are not located in, or a resident of, a country or on a list subject to such restrictions.

02 Definitions

- **"Service"** — the Kink IQ website, app, progressive web app, and related features at kinkiq.ai.
- **"ONYX"** — the AI co-pilot within the Service that generates advisor-style suggestions and insight.
- **"Content"** — text, prompts, profile details, reflections, and other material you submit to the Service.
- **"Output"** — responses, suggestions, and insights generated by the Service's AI features.
- **"Subscription"** — the recurring paid Pro plan (monthly or yearly); **"Energy"** — the usage credit consumed by AI features; **"Energy Pack"** — a one-time purchase of additional Energy.

03 The Service

Kink IQ is a private, AI-assisted communication co-pilot (the ONYX co-pilot) for adults in the BDSM and kink community — Doms, subs, Switches, and poly partners — that helps you reflect on your relationships and play dynamics (negotiation, limits, safewords, check-ins, and aftercare) and offers advisor-style suggestions and insight. On a paid plan you may also upload screenshots (for example, a chat thread or a profile) for ONYX to read; only upload images you are entitled to share. It is an informational and self-improvement tool only. We may change, suspend, or discontinue features at any time, and we will give reasonable notice of material changes that adversely affect paying users.

Availability. We do not guarantee that the Service will be available continuously or without interruption. We may perform maintenance, updates, or emergency repairs that temporarily limit or suspend access, and the Service depends on third parties (including our AI provider) whose availability we do not control.

Beta features. We may label certain features as beta, preview, or experimental. These are provided "as is," may be changed or removed at any time, and may be less reliable than generally available features.

04 Not therapy or professional advice

PLEASE READ

The Service is **not a substitute for professional help**. It does not provide medical, psychological, psychiatric, therapeutic, legal, or financial advice, and no therapist–client, doctor–patient, or other professional relationship is created by using it. Outputs are generated by software and are for your reflection only.

You are solely responsible for the decisions you make and the actions you take. Do not rely on the Service for any decision that requires professional judgement. **If you are in crisis or may be a danger to yourself or others, contact your local emergency services or a qualified professional immediately** (in the US, call or text 988 for the Suicide & Crisis Lifeline; in the EU, call 112).

05 No guaranteed outcomes

We do **not guarantee** that using the Service will improve your relationships or result in dates, replies, reconciliation, marriage, or any particular personal outcome. Relationships involve other people and countless

factors beyond our control, and nothing in the Service — including any Output, score, "read," or suggestion — is a promise or prediction of a specific result. Any decision you make based on the Service is yours alone.

06 Your account

You are responsible for keeping your login credentials secure and for all activity under your account. Provide accurate information, keep it current, and notify us promptly at butler@kinkiq.ai of any unauthorised use. You may not share your account or let others use it. We may suspend or close accounts that violate these Terms.

07 Acceptable use

The Service exists to support healthy, honest relationships. You agree **not** to use it to:

- **Manipulate, deceive, coerce, or exert undue control** over another person, including so-called "pick-up artist" tactics, negging, gaslighting scripts, or any coaching aimed at undermining another person's autonomy or consent;
- Harass, stalk, threaten, abuse, defame, or intimidate anyone, or facilitate doing so;
- Generate or seek content that is unlawful, that sexualises minors in any way, or that promotes violence or non-consensual acts;
- Impersonate any person or misrepresent your affiliation with anyone;
- Upload personal data about others that you have no right to share, or use the Service to surveil or profile someone without their knowledge;
- Reverse engineer, scrape, overload, probe, or interfere with the Service or its security, or attempt to bypass usage limits or Energy metering;
- Use the Service to build or train a competing product, or resell it without our written permission.

We may remove Content, limit features, or suspend or terminate accounts that breach this section, and we may report unlawful activity to the authorities.

08 AI features & outputs

The Service uses third-party AI (see our Privacy Policy) to generate Outputs. You understand and agree that:

- Outputs may be **inaccurate, incomplete, biased, or inappropriate**, and you must use your own judgement before relying on them;

- Outputs are not professional advice (see Section 4) and are generated probabilistically, not verified facts;
- You are responsible for how you use Outputs and for any consequences;
- As between you and us, and to the extent permitted by law, we assign to you whatever rights we have in Outputs generated for you, except that Outputs are not unique and similar Outputs may be generated for others.

The Service may suggest communication strategies, interpretations, or predictions about interpersonal situations. These are **opinions generated by AI, not statements of fact**, and must not be treated as guarantees about any person's thoughts, feelings, intentions, or future behaviour. Real people are unpredictable; how you act on any Output is your decision and your responsibility.

09 Subscriptions, billing & auto-renewal

The Service is a paid product with no free tier; new accounts must subscribe to use the AI features. The current option is a **Pro subscription** (monthly or yearly), plus one-time **Energy Packs**. The prices, included Energy, and features are those **shown at the point of purchase** and may change. A subscription requires a valid payment method and renews automatically (monthly or yearly, per the plan you choose) until you cancel. You can cancel any time from your account's billing portal; cancellation stops future renewals and takes effect at the end of the current paid period. Payments are processed by **Stripe**; by purchasing, you also agree to Stripe's terms, and you authorise us and Stripe to charge your payment method.

AUTOMATIC RENEWAL — PLEASE NOTE

Paid subscriptions **automatically renew** at the end of each billing period (monthly or annual) at the then-current price, and your payment method will be **charged automatically, until you cancel**. You can cancel at any time from your account settings via the Stripe billing portal; cancellation takes effect at the end of the current period. We obtain your affirmative consent to these terms before charging you, and (for annual plans) send a renewal reminder before each renewal where required.

Prices may change; we will give you advance notice of any increase, and it will apply only from your next renewal. Taxes may be added where applicable. If a payment fails, we may retry or suspend paid features.

10 Cancellation & refunds

You may cancel a subscription at any time; you keep access until the end of the paid period, and we do not provide pro-rated refunds for partial periods unless required by law. **Energy Packs are one-time purchases and are non-refundable once delivered**, except where the law requires otherwise.

EU/EEA and UK consumers: you normally have a 14-day right to withdraw from a purchase of digital content. By starting to use a Subscription or Energy Pack immediately, you request immediate performance and acknowledge that you lose this withdrawal right once performance begins, to the extent permitted by law. Your statutory rights are not otherwise affected.

11 Intellectual property & your content

Our IP. The Service, including its software, design, text, and branding (including "Kink IQ" and "ONYX"), is owned by Kink IQ or its licensors and is protected by law. We grant you a limited, personal, non-exclusive, non-transferable, revocable licence to use the Service under these Terms. You get no other rights.

Your Content. You keep ownership of the Content you submit. You grant us a worldwide, non-exclusive, royalty-free licence to host, store, process, and transmit your Content **solely to operate, secure, and provide the Service to you** (including sending it to our AI sub-processor to generate Outputs). We do not use your Content to train AI models, and we do not sell it. This licence ends when you delete the Content or close your account, except for backups retained briefly and as described in the Privacy Policy. **Nothing in these Terms transfers ownership of your personal information or relationship data to us.**

Feedback. If you send us suggestions, we may use them without obligation to you.

12 Copyright & DMCA

We respect intellectual-property rights and require you to do the same. Because you can upload screenshots and other material, **do not upload content that infringes anyone's copyright** or that you are not entitled to share.

Notice of claimed infringement. If you believe material on the Service infringes your copyright, send a written notice to our designated agent (below) that includes: (a) your physical or electronic signature; (b) identification of the copyrighted work you claim is infringed; (c) identification of the material you claim is infringing, with information reasonably sufficient to let us locate it; (d) your contact details; (e) a statement that you have a good-faith belief the use is not authorised by the copyright owner, its agent, or the law; and (f) a statement, under penalty of perjury, that the information in your notice is accurate and that you are the owner or authorised to act on the owner's behalf.

Designated agent. Copyright Agent, Kink IQ — email butler@kinkiq.ai with the subject line "**DMCA**", and by post at the address in the Contact section below.

Counter-notice. If your material was removed and you believe that was a mistake or misidentification, you may send a counter-notice to the same agent containing the information required by 17 U.S.C. § 512(g). We may restore

the material as that section allows.

Repeat infringers. In appropriate circumstances we will disable or **terminate the accounts of users who repeatedly infringe** the copyrights or other intellectual-property rights of others.

13 Privacy

Our Privacy Policy explains how we handle your personal data, including the intimate and sensitive data you may share and the AI processing involved. By using the Service you acknowledge that policy. Data export and deletion requests are governed by our Privacy Policy.

14 Third-party services

The Service relies on third parties (including Anthropic, Stripe, and our hosting providers) and may link to third-party sites. We are not responsible for third-party services or content, and your use of them is governed by their own terms and policies.

15 Disclaimer of warranties

THE SERVICE AND ALL OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT OUTPUTS WILL BE ACCURATE OR RELIABLE. SOME JURISDICTIONS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

16 Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KINK IQ AND ITS OFFICERS, EMPLOYEES, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, GOODWILL, OR FOR EMOTIONAL DISTRESS OR RELATIONSHIP OUTCOMES, ARISING FROM OR RELATED TO YOUR USE OF (OR INABILITY TO USE) THE SERVICE OR ANY OUTPUT, EVEN IF ADVISED OF THE POSSIBILITY.

OUR TOTAL LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID US IN THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) USD 100.

NOTHING EXCLUDED THAT CANNOT BE EXCLUDED

Nothing in these Terms limits or excludes liability that cannot be limited or excluded under applicable law — for example, liability for death or personal injury caused by negligence, for fraud, or any rights you have as a consumer that cannot be waived. Where mandatory consumer law applies, these limitations apply only to the extent that law permits.

17 Indemnification

To the extent permitted by law, you agree to indemnify and hold harmless Kink IQ from claims, damages, and reasonable costs arising out of your misuse of the Service, your violation of these Terms, your Content, or your infringement of any third party's rights. This does not apply to the extent a claim arises from our own wrongdoing.

18 Governing law & disputes

These Terms are governed by the laws of the **State of California, United States**, without regard to conflict-of-laws rules. Subject to any mandatory consumer protections in your country of residence, the state and federal courts located in California will have exclusive jurisdiction over disputes, and you and we consent to that jurisdiction and venue.

Before filing any claim, you agree to first contact us at butler@kinkiq.ai and attempt to resolve the dispute informally for at least 30 days. Nothing in this section prevents either party from seeking injunctive relief, or from bringing a qualifying claim in small-claims court.

Binding arbitration & class-action waiver (US users)

PLEASE READ — THIS AFFECTS YOUR LEGAL RIGHTS

If you are in the United States, you and Kink IQ agree that any dispute not resolved informally will be settled by **binding individual arbitration**, not in court, and that **both sides waive the right to a jury trial and to participate in a class action**. You can **opt out within 30 days** — see below.

- **Agreement to arbitrate.** Except as carved out below, any dispute, claim, or controversy arising out of or relating to these Terms or the Service will be resolved by final and binding arbitration administered by a recognised arbitration provider (such as the American Arbitration Association) under its consumer rules, before a single arbitrator, in English. The arbitrator decides all issues, except that a court decides the enforceability of this arbitration agreement and the class-action waiver.
- **Individual basis only.** Claims may be brought only in your individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate more than one person's claims or preside over any class or representative proceeding.
- **Carve-outs.** This section does not apply to (a) claims that qualify for **small-claims court**, which either party may bring individually, or (b) requests for **injunctive or equitable relief** to stop actual or threatened infringement or misuse of intellectual property or a breach of the Acceptable Use section.
- **Coordinated / mass filings.** If 25 or more similar arbitration demands are made by or with the coordination of the same or common counsel, they will be administered in staged batches to keep the process efficient and fees proportionate; related limitation periods are tolled while a batch proceeds.
- **30-day opt-out.** You may opt out of this arbitration agreement and class-action waiver by emailing butler@kinkiq.ai with your account email and the words "arbitration opt-out" within **30 days** of first accepting these Terms. Opting out affects no other part of these Terms and will not disadvantage you.

This arbitration agreement does **not** apply where prohibited by law and does not waive any consumer right that cannot be waived. If you are in the EEA, the UK, or another jurisdiction whose mandatory law lets you bring proceedings in your local courts, that right is unaffected and the governing-law paragraph above continues to apply to you.

19 Termination

You may stop using the Service and close your account at any time. We may suspend or terminate your access if you breach these Terms, if required by law, or to protect the Service or other users. **We may suspend or terminate accounts immediately, without prior notice, for fraud, abuse, illegal activity, or violations of these Terms.** On termination, your licence to use the Service ends; sections that by their nature should survive (including IP, disclaimers, liability limits, indemnity, and dispute terms) will survive. We will handle your data on closure as described in the Privacy Policy.

20 Changes to these terms

We may update these Terms as the Service or the law changes. We will post the updated Terms with a new date, and for material changes we will give reasonable advance notice (by email or in-app). If you keep using the Service

after changes take effect, you accept the updated Terms; if you don't agree, stop using the Service and you may cancel.

21 General

- **Entire agreement.** These Terms and the Privacy Policy are the entire agreement between us about the Service.
- **Severability.** If any provision is unenforceable, the rest remains in effect.
- **No waiver.** Our failure to enforce a provision is not a waiver of it.
- **Assignment.** You may not assign these Terms; we may assign them in connection with a merger, acquisition, or sale of assets.
- **Force majeure.** We are not liable for delays or failures caused by events beyond our reasonable control.
- **Electronic communications.** By creating an account, you consent to receive communications about your account, billing, security, and changes to the Service by email or in-app. (Marketing messages are separate and sent only with any consent the law requires; you can opt out of those at any time.)
- **Right to refuse service.** We may decline or discontinue service to anyone for lawful reasons consistent with these Terms.
- **Notices.** We may give notices by email or in-app; you may contact us as below.

22 Contact

Kink IQ

Web: kinkiq.ai

Support & legal: butler@kinkiq.ai

Postal address available on request.