

# Terms of Service

**Aelethion OÜ**

Last updated: 19 August 2026

Effective date: 19 August 2026

## 1. Introduction

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Customer", "you", "your") and Aelethion OÜ, a private limited company to be registered in Estonia (registry code: 17529868), with its registered address at Mäealuse tn 2/4, Mustamäe linnaosa, Tallinn, Harju maakond, 12618, Estonia ("Aelethion", "we", "us", "our").

These Terms govern your access to and use of the Athena platform, a secure workspace in which a customer's personnel and AI agents carry out work under the customer's control, accessible at aelethion.com and related subdomains, APIs, CLI tools, IDE extensions, and documentation (collectively, the "Service").

By creating an account, subscribing to a plan, or otherwise accessing or using the Service, you agree to be bound by these Terms. If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity.

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

## 2. Definitions

**"Audit"** means a single analysis operation performed by Athena on submitted material, producing findings, and an evidence pack.

**"Customer Data"** means any content, files, source code, configuration, records and associated metadata that you or your Users submit to, or generate within, the Service.

**"Evidence Pack"** means the cryptographically signed output of an Audit, containing the record of what was authorised, what was done, and by whom.

**"Subscription Plan"** means the tier of Service you have subscribed to (Team, Organisation, or Enterprise), each with different features, limits, and pricing as described on our pricing page.

**"User"** means any individual authorised by you to access and use the Service under your account.

**"DPA"** means the Data Processing Agreement entered into between Aelethion and the Customer, as required by GDPR Article 28.

## 3. Account Registration

To use the Service, you must create an account by providing accurate and complete information, including your name, email address, and company name (if applicable). You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

You must notify us immediately at security@aelethion.com if you become aware of any unauthorised use of your account or any other breach of security.

We reserve the right to suspend or terminate accounts that violate these Terms, contain false information, or are used for purposes that could harm Aeletion, other users, or third parties.

#### 4. The Service

Athena is a secure workspace in which a customer's personnel and AI agents work on shared tasks. Actions taken by AI agents are constrained to the scope authorised by a named person, and are recorded. The Service identifies root causes of bugs, vulnerabilities, and regressions, and produces Evidence Packs suitable for regulatory compliance, internal audit, and engineering review.

The Service is provided on an "as available" basis. We continuously develop and improve Athena and may add, modify, or remove features at any time. We will provide reasonable notice of material changes that affect your use of the Service.

Athena's outputs, including evidence records, are analytical and record-keeping tools intended to inform human decision-making. They do not constitute legal advice, regulatory certification, or a guarantee that your code is free of defects. You are responsible for how you use and act upon audit results.

#### 5. Subscription Plans

The Service is offered under the following Subscription Plans. Features, limits, and pricing are as described on our pricing page and may be updated from time to time with reasonable notice.

| Plan         | Price                   | Key Features                                                                                               | Support                       |
|--------------|-------------------------|------------------------------------------------------------------------------------------------------------|-------------------------------|
| Team         | €49 per person / month  | A single team. Shared workspace, approvals, and evidence record.                                           | Email support                 |
| Organisation | €149 per person / month | Department-wide control, reporting, SSO, and shared policies.                                              | Email, priority response      |
| Enterprise   | Custom                  | Organisation-wide rollout, dedicated deployment in your chosen European region, and your own requirements. | Dedicated contact, SLA-backed |

All prices are shown exclusive of VAT. EU B2B reverse charge applies. Prices are per named person, per month, and are not charged per token, per action or per agent. USD prices are shown at parity for transparency; actual USD invoices reflect the EUR price at the time of billing.

#### 6. Payment Terms

**Billing cycle:** Subscriptions are billed monthly or annually in advance, depending on your chosen billing frequency. Your subscription renews automatically at the end of each billing period unless cancelled before the renewal date.

**Payment method:** Payment is processed by our third-party payment processor. You must provide a valid payment method and keep it current. We do not store full payment card details.

**Price changes:** We may change our prices with at least 30 days' prior written notice. Price changes take effect at the start of your next billing period following the notice. If you do not agree to a price change, you may cancel your subscription before the new price takes effect.

**Taxes:** You are responsible for all applicable taxes. If we are required to collect taxes, they will be added to your invoice.

**Late payment:** If payment fails, we will notify you and provide a reasonable grace period (minimum 7 days) to resolve the issue. If payment is not received within the grace period, we may suspend your access to the Service.

**Refunds:** We do not provide refunds for partial billing periods. If you cancel mid-cycle, you retain access until the end of the current billing period. Enterprise contracts are governed by individual agreement terms.

## 7. Customer Data and Code

**Ownership:** You retain all ownership rights in your Customer Data. AeLeThion does not acquire any ownership interest in your code, repositories, or intellectual property by virtue of providing the Service.

**Licence grant:** You grant AeLeThion a limited, non-exclusive, non-transferable licence to access, process, and analyse your Customer Data solely for the purpose of providing the Service. This licence terminates when you delete your data or close your account.

**No training on your code:** We do not use your Customer Data to train machine learning models, improve our algorithms, or for any purpose other than delivering the requested audit. We do not use your code for benchmarking, marketing, or research without your explicit written consent.

**Data retention:** Customer Data submitted for processing are deleted upon job completion, with a maximum retention period of 24 hours after submission. Audit metadata (job IDs, timestamps, result summaries) is retained for the duration of your subscription plus 2 years. Full retention details are set out in our Privacy Policy.

**On-premise deployments:** For Enterprise customers using on-premise or air-gapped deployments, Customer Data never leaves your infrastructure. The Athena engine, model weights, and validation runtime operate entirely within your network.

## 8. Intellectual Property

**AeLeThion IP:** The Service, including all software, algorithms, models, documentation, branding, and design, is the intellectual property of AeLeThion and is protected by applicable intellectual property laws. AeLeThion's technology is patent-pending.

**Evidence Packs:** Evidence Packs generated by the Service are your property. You may use, share, and submit Evidence Packs to regulators, auditors, and internal stakeholders without restriction. AeLeThion retains no rights over Evidence Pack content beyond the limited processing licence described in Section 7.

**Feedback:** If you provide feedback, suggestions, or ideas about the Service, you grant AeLeThion a non-exclusive, royalty-free, worldwide, perpetual licence to use that feedback to improve the Service. You are not obligated to provide feedback.

## 9. Acceptable Use Policy

You agree not to use the Service to:

- Violate any applicable law, regulation, or third-party rights
- Submit code or data that you do not have the right to analyse
- Attempt to reverse-engineer, decompile, or extract the source code of the Service

- Interfere with or disrupt the Service, its infrastructure, or other users' use of the Service
- Circumvent usage limits, authentication mechanisms, or security measures
- Use the Service to develop a competing product or to benchmark against competitors without our written consent
- Resell, sublicense, or redistribute the Service or access credentials without authorisation

We reserve the right to suspend or terminate access for violations of this policy.

## **10. Service Availability**

We aim to provide high availability of the Service but do not guarantee uninterrupted access. The Service may be temporarily unavailable due to scheduled maintenance, emergency fixes, infrastructure issues, or events beyond our reasonable control.

For Enterprise customers with SLA-backed agreements, uptime commitments and remedies are defined in the applicable Enterprise agreement or Order Form. Standard SLA target is 99.9% uptime with P99 latency of less than 300ms for verdicts.

We will use reasonable efforts to provide advance notice of scheduled maintenance that may affect availability.

## **11. Confidentiality**

Each party agrees to treat the other party's Confidential Information with the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. Confidential Information includes, without limitation, business plans, pricing, technical data, customer lists, and any information designated as confidential.

Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was rightfully known to the receiving party before disclosure; (c) is independently developed without use of Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided the disclosing party is given reasonable notice.

## **12. Warranties and Disclaimers**

**Our warranty:** AeLeThion warrants that the Service will perform materially in accordance with its documentation during your subscription period. If the Service fails to meet this warranty, your sole remedy is for AeLeThion to use commercially reasonable efforts to correct the non-conformity or, if correction is not feasible, to terminate your subscription and refund prepaid fees for the remaining subscription period on a pro-rata basis.

**Disclaimer:** EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AELETHION DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

**No legal or compliance advice:** Athena's outputs, including evidence records, are analytical and record-keeping tools. They do not constitute legal advice, regulatory certification, or a guarantee of compliance. You should obtain independent legal advice regarding your regulatory obligations.

### 13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

**Cap on liability:** AeLeThion's total aggregate liability arising out of or in connection with these Terms or the Service shall not exceed the total fees paid by you to AeLeThion in the twelve (12) months immediately preceding the event giving rise to the claim.

**Exclusion of consequential damages:** IN NO EVENT SHALL AELETHION BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS, OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY.

**Exceptions:** Nothing in these Terms limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) wilful misconduct or gross negligence; or (d) any liability that cannot be limited or excluded by applicable law.

### 14. Indemnification

**Your indemnification:** You agree to indemnify, defend, and hold harmless AeLeThion and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, and expenses (including reasonable legal fees) arising from: (a) your use of the Service; (b) your violation of these Terms; (c) your violation of any third-party rights, including intellectual property rights; or (d) any Customer Data you submit to the Service.

**Our indemnification:** AeLeThion will indemnify, defend, and hold harmless you from and against claims that the Service, as provided by AeLeThion and used in accordance with these Terms, infringes a third party's intellectual property rights. This obligation does not apply to claims arising from: (a) modifications to the Service not made by AeLeThion; (b) your combination of the Service with products or services not provided by AeLeThion; or (c) your continued use of a version of the Service after being notified of an update that would have avoided the infringement.

### 15. Term and Termination

**Term:** These Terms are effective from the date you first access or use the Service and continue until terminated by either party.

**Termination by you:** You may cancel your subscription at any time through your account settings or by contacting support@aelethion.com. Cancellation takes effect at the end of your current billing period. You retain access to the Service until that date.

**Termination by us:** We may terminate or suspend your access immediately if: (a) you materially breach these Terms and fail to cure the breach within 14 days of written notice; (b) you fail to pay fees when due after the grace period described in Section 6; (c) you use the Service in a way that poses a security risk or may cause liability to other users or AeLeThion; or (d) we are required to do so by law.

**Effect of termination:** Upon termination: (a) your right to access the Service ceases immediately (or at the end of the billing period for voluntary cancellation); (b) we will delete your Customer Data within 30 days unless you request earlier deletion or applicable law requires longer retention; (c) audit metadata and account data are retained as described in our Privacy Policy; (d) any provisions that by their nature should survive termination (including Sections 7, 8, 11, 12, 13, 14, and 17) will survive.

**Data export:** Before termination, you may request an export of your audit metadata and Evidence Packs. We will provide this in a machine-readable format within 30 days of the request.

## 16. Data Protection

We process personal data in accordance with the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the Estonian Personal Data Protection Act, and our Privacy Policy, available at [aelethion.com/privacy](https://aelethion.com/privacy).

Where AeLeThion processes personal data on your behalf (as a data processor), the terms of the Data Processing Agreement (DPA) apply. The DPA is available on request and forms part of these Terms for business customers. The DPA covers GDPR Article 28 processor obligations, sub-processor disclosure, data residency, breach notification, and audit rights.

AeLeThion's architecture is designed for zero data retention for Customer Data and support for your compliance obligations. For Enterprise customers, on-premise and air-gapped deployment options ensure that data never leaves the customer's infrastructure.

## 17. Changes to These Terms

We may update these Terms from time to time to reflect changes in our practices, the law, or the Service. When we make material changes, we will notify you by email (where we hold your email address) and by posting a notice on our website at least 30 days before the changes take effect.

Your continued use of the Service after the effective date of any changes constitutes your acceptance of the updated Terms. If you do not agree to the updated Terms, you should stop using the Service and may cancel your subscription in accordance with Section 15.

## 18. Governing Law and Dispute Resolution

**Governing law:** These Terms are governed by and construed in accordance with the laws of the Republic of Estonia, without regard to conflict of law principles.

**Dispute resolution:** Any dispute arising out of or in connection with these Terms shall first be submitted to good-faith negotiation between the parties for a period of 30 days. If the dispute is not resolved through negotiation, it shall be finally resolved by the courts of Tallinn, Estonia.

**EU consumer rights:** If you are a consumer within the European Union, nothing in these Terms affects your mandatory consumer protection rights under the laws of your country of residence. You may also use the European Commission's Online Dispute Resolution platform at <https://ec.europa.eu/consumers/odr>.

## 19. General Provisions

**Entire agreement:** These Terms, together with the Privacy Policy, DPA (where applicable), and any Order Form or Enterprise agreement, constitute the entire agreement between you and AeLeThion regarding the Service.

**Severability:** If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**Waiver:** Failure by AeLeThion to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.

**Assignment:** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. Aeethion may assign these Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee agrees to be bound by these Terms.

**Force majeure:** Neither party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including natural disasters, acts of government, internet or infrastructure failures, pandemics, or acts of war or terrorism.

**Notices:** All notices under these Terms shall be in writing and sent to the email address associated with your account (for notices to you) or to [legal@aeethion.com](mailto:legal@aeethion.com) (for notices to Aeethion). Notices are deemed received on the date sent if sent by email.

## **20. Contact**

For any questions about these Terms, please contact us:

### **Aeethion OÜ**

Email: [legal@aeethion.com](mailto:legal@aeethion.com)

Postal address: Mäealuse tn 2/4, Mustamäe linnaosa, Tallinn, Harju maakond, 12618, Estonia

For data protection matters, contact [privacy@aeethion.com](mailto:privacy@aeethion.com).

For security matters, contact [security@aeethion.com](mailto:security@aeethion.com).

*These Terms of Service were prepared in accordance with Estonian law and the General Data Protection Regulation (EU) 2016/679. They are governed by Estonian law.*