

# Terms of Service

Miokido Application – Neodera AI Limited

Effective Date: June 2025 | Version 1.0

## Important – Please Read

These Terms of Service govern your access to and use of the Miokido application provided by Neodera AI Limited. By creating an account or using the Service, you agree to be bound by these Terms.

## 1. Definitions

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"Account": a parent or guardian account created to access the Service.

"Child Profile": a profile created within an Account for use by a child.

"Content": all stories, audio, text, and material generated or available through the Service.

"Subscription": a paid plan providing access to premium features.

"Service": the Miokido application and all related services provided by Neodera AI Limited.

## 2. Eligibility and Account Registration

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2.1 The Service is intended for children under the supervision of a parent or legal guardian aged 18 or over.

2.2 By creating an Account, you confirm you are aged 18 or over and are the parent or legal guardian of any child for whom you create a Child Profile.

2.3 Children under 13 require verified parental consent. Children aged 13 to 17 require parental consent.

2.4 You are responsible for maintaining account security and for all activity under your Account.

## 3. Licence to Use the Service

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3.1 We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Service for personal, non-commercial purposes.

3.2 You may not: (a) copy, distribute, or create derivative works; (b) reverse engineer or decompile the application; (c) use the Service commercially; (d) transfer your Account; or (e) use automated means to access the Service.

## 4. Subscriptions and Payment

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### 4.1 Plans

- Free tier: limited access to core features
- Standard subscription: full story generation and standard features

- Premium subscription: unlimited stories, enhanced audio, and advanced personalisation

## 4.2 Billing

Subscriptions are billed in advance monthly or annually. By providing payment details you authorise recurring charges.

## 4.3 Cancellation and Refunds

Cancel at any time via Settings in the application. Cancellation takes effect at the end of the current billing period. No partial refunds are issued except where required by applicable consumer law.

## 4.4 Statutory Right to Cancel

Under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, you have a 14-day cancellation right from purchase. By accessing digital content before this period expires, you waive this right and acknowledge the Service begins immediately.

## 4.5 Price Changes

We will give at least 30 days' notice of price increases. Continued use after the effective date constitutes acceptance.

## 5. AI-Generated Content

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5.1 AI-generated stories are original works created in response to user preferences. We do not guarantee factual accuracy.

5.2 Stories are licensed for personal, non-commercial in-app use only. Reproduction or distribution outside the app requires our written consent.

5.3 All intellectual property rights in AI-generated content remain with Neodera AI Limited.

5.4 All AI content is filtered for age-appropriateness. Report concerns to [info@neodera.com](mailto:info@neodera.com).

## 6. User Conduct

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- Do not use the Service unlawfully or harmfully
- Do not attempt to circumvent parental controls or content filters
- Do not submit inappropriate, offensive, or unlawful inputs
- Do not attempt unauthorised access to our systems
- Do not impersonate any person or entity

## 7. Account and Data Deletion

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### In-App Account Deletion

In compliance with Apple App Store and Google Play requirements: you can permanently delete your account and all associated data within the app at Settings > Account > Delete Account. Deletion takes effect within 30 days. Backup data is purged within a further 30 days.

## 8. Child Safety

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8.1 Child safety is our highest priority. All content is moderated through AI safety systems and human review.

8.2 Report inappropriate content immediately to [info@neodera.com](mailto:info@neodera.com).

8.3 We comply with the UK Online Safety Act 2023 and applicable children's digital safety regulations.

8.4 Full details are set out in our AI Safety Policy, Safeguarding Policy, and Online Safety Act Statement.

## 9. Intellectual Property

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The Miokido application, name, logo, and related technology are the property of Neodera AI Limited or our licensors, protected by UK and international intellectual property laws.

## 10. Limitation of Liability

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10.1 The Service is provided 'as is'. Nothing excludes liability for death or personal injury due to negligence, fraud, or any liability that cannot be excluded by law.

10.2 Subject to clause 10.1, our total liability shall not exceed the total fees paid by you in the 12 months preceding the claim.

## 11. Governing Law

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These Terms are governed by the laws of England and Wales. Disputes are subject to the exclusive jurisdiction of the courts of England and Wales, except where mandatory consumer protections in Scotland or Northern Ireland apply. EU consumers may also use the EU Online Dispute Resolution platform.

## 12. Changes

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We will give at least 30 days' notice of material changes. Continued use after the effective date constitutes acceptance.

## 13. Termination

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We may suspend Accounts for material breach or suspected illegal activity. You may close your Account at any time via the app or by contacting [info@neodera.com](mailto:info@neodera.com).

## 15. US Users — Additional Terms

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### 15.1 COPPA Compliance

For users in the United States: Miokido complies with the Children's Online Privacy Protection Act (COPPA). No child profile may be created for a child under 13 without verifiable parental

consent. Parents may review, delete, or withdraw consent for their child's data at any time by contacting [info@neodera.com](mailto:info@neodera.com).

### **15.2 California Users**

California residents have additional rights under the California Consumer Privacy Act (CCPA) / CPRA. These are set out in our Privacy Policy. We do not sell personal information.

### **15.3 Dispute Resolution — US Users**

These Terms are governed by the laws of England and Wales. However, nothing in these Terms limits any mandatory consumer protection rights you may have under the laws of your state of residence in the United States.

### **15.4 App Store — Apple**

If you downloaded Miokido from the Apple App Store, the following additional terms apply: (a) these Terms are between you and Neodera AI Limited, not Apple Inc.; (b) Apple has no obligation to provide maintenance or support for Miokido; (c) Apple is not responsible for any claims relating to Miokido; (d) Apple and its subsidiaries are third-party beneficiaries of these Terms.

## **14. Contact**

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