# Terms & Conditions

# 1. Introduction; Contract Formation

These Terms and Conditions (the "**Terms**") govern your use of the websites operated by **Emotionyx LTD,** with the registered office at Pavlou Valdaseridi, 2A, 6018, Larnaca, Cyprus ("**Company**," "**we**," "**us**," or "**our**"), including **https://16persons.com/** and its subdomains and related sites and services (collectively, the "**Website**" or the "**Service**"), which include access to paid Personality results and the **IQBooster** brain-training subscription.

By entering, connecting to, accessing, or using the Service, you acknowledge that you have read and understood these Terms and our **Privacy Policy** available at https://16persons.com/privacy-policy, and you agree to be bound by them and to comply with all applicable laws and regulations in connection with your use of the Service. These Terms form a binding and enforceable legal contract between you and the Company. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ENTER, CONNECT TO, ACCESS, OR USE THE SERVICE.**

These Terms incorporate by reference any policies or notices referenced here (including the Privacy Policy) and apply to all features, content, and functionality made available through the Service. Certain sections below provide additional requirements or information that may apply based on your location or the specific features you use. Nothing in these Terms limits any non-waivable rights you may have under applicable law.

# 2. Definitions

For ease of reference, the following terms have the meanings below. Other capitalized terms may be defined where they first appear.

- **"Company," "we," "us," "our"** means **Emotionyx LTD.**, organized under the laws of Cyprus , operating the Service described in these Terms.
- **"Website"** means **https://16persons.com/** and its subdomains and related sites we operate.
- **"Service"** means the Website and all features, content, products, and services made available through it, including access to paid Personality results and the **IQBooster** brain-training subscription.
- **"16 Persons"** means the online Personality test made available via the Service.
- **"IQBooster"** means our brain-training service that may be offered as a recurring subscription.
- **"User," "you," "your"** means any individual who accesses or uses the Service.
- **"Account"** means a registered user account created to access certain parts of the Service.
- **"Content"** means any text, images, graphics, audio, video, data, certificates, reports, or other materials available on or through the Service, including User-provided content where applicable.
- **"Digital Items"** means one-time digital deliverables made available through the Service, such as **Personality results**, **detailed report and IQ test** or similar add-on.
- **"Order"** means a one-time purchase of Digital Items.
- **"Subscription"** means an auto-renewing, paid plan that provides access to IQBooster or other recurring features of the Service for a specified period.
- **"Trial"** means a free or promotional period of access to a Subscription that automatically converts to a paid Subscription unless canceled in accordance with these Terms.

- **“Billing Cycle”** means the recurring interval (for example, every 4 weeks or monthly) at which Subscription charges are billed.
- **“Renewal”** means the automatic continuation of a Subscription for a subsequent Billing Cycle unless canceled in accordance with these Terms.
- **“Cancellation”** means a User’s action to terminate a Subscription effective at the end of the then-current Billing Cycle, unless otherwise stated in these Terms.
- **“Payment Method”** means a valid form of payment you provide to us (for example, credit/debit card or other supported method) to pay for Orders and Subscriptions.
- **“Charges”** means amounts payable for Orders, Subscriptions, taxes, and any applicable fees disclosed at checkout or in the Service.
- **“Third-Party Services”** means websites, applications, platforms, payment processors, or other services that are not owned or controlled by the Company but may interact with or be used in connection with the Service.
- **“Privacy Policy”** means our privacy notice available at https://16persons.com/privacy-policy, as updated from time to time.
- **“Applicable Law”** means mandatory laws and regulations that apply to your use of the Service based on your location and the place of contract, without prejudice to the Governing Law and Dispute Resolution sections below.
- **“Notices”** means formal communications regarding the Service or these Terms, provided in accordance with the **Notices; Contact Information** section.
- **“Force Majeure”** means any event or circumstance beyond a party’s reasonable control that prevents or delays performance, including acts of God, natural disasters, epidemics/pandemics, war, terrorism, civil unrest, labor disputes or strikes (not involving the affected party’s own workforce), failures or outages of utilities, telecommunications or internet services, denial-of-service attacks or other hostile network events, governmental actions, orders or restrictions, and changes in law.

# 3. Eligibility & User Accounts

### 3.1 Eligibility

The Service is available **only to individuals who (a) are at least eighteen (18) years old, or older if required by their local laws to enter into a binding agreement; and (b) possess the legal capacity to enter into these Terms** (on behalf of themselves and, if applicable, their organization). By using the Service, you represent and warrant that you meet these requirements and that you are not prohibited from using the Service under applicable law.

### 3.2 Account Registration

Certain features of the Service may require registration. When you create an Account, you must provide accurate, current, and complete information and keep it updated. We may refuse, suspend, or terminate an Account if we reasonably believe any registration information is inaccurate, incomplete, misleading, or used in violation of these Terms.

### 3.3 Account Use & Security

You are responsible for all activity that occurs under your Account and for maintaining the confidentiality and security of your login credentials. Do not share, transfer, or sell your Account or credentials. You agree to promptly notify us of any suspected unauthorized access or security breach. We are not liable for loss or damage arising from unauthorized use of your Account that occurs prior to your notification.

### 3.4 One Account per Individual

Unless expressly permitted by us in writing, each individual may maintain only one (1) Account for personal use. Accounts created to impersonate others or to circumvent restrictions (including trial limitations or payment obligations) are prohibited.

### 3.5 Accuracy of Information; Updates

You agree to keep your contact, billing, and other Account information accurate and up to date and to update such information promptly if it changes. We may require additional information or verification where reasonably necessary (for example, to confirm eligibility, prevent fraud,

or comply with applicable law).

**3.6 Our Rights to Suspend or Terminate**

We may suspend or terminate access to the Service (in whole or in part) if we reasonably believe you have violated these Terms, engaged in fraud or abuse, or if required to do so by applicable law or a competent authority. Where legally permitted, we will provide notice of the reason for suspension or termination.

**3.7 Third-Party Access**

If you access the Service through a third-party service (for example, a single sign-on provider), you authorize us to obtain and use information from that third party as described in our Privacy Policy. Your relationship with any third-party service is governed solely by your agreement with that third party.

# 4. Privacy & Data Protection

**4.1 General**

We respect your privacy and handle personal data in accordance with our **Privacy Policy** available at https://16persons.com/privacy-policy. By using the Service, you acknowledge that your personal data will be collected and processed as described in the Privacy Policy.

**4.2 Regional Compliance**

We comply with applicable data-protection laws for users in relevant jurisdictions, including:

- the **EU/EEA** General Data Protection Regulation (**GDPR**),
- **U.S.** state privacy laws (e.g., California),
- Japan's **APPI**, and
- South Korea's **PIPA**.

Details about our legal bases for processing (where required), individual rights and how to exercise them, international data transfers (and applicable safeguards), and our contact details are set out in the Privacy Policy.

**4.3 Third-Party Services & Processors**

We may use third-party providers (e.g., payment processors, analytics, hosting) in connection with the Service. Information about these providers and how they process data on our behalf is described in the Privacy Policy.

**4.4 Marketing Communications & Preferences**

Your choices regarding marketing communications (including opt-out mechanisms) are described in the Privacy Policy and in our messages to you. Unsubscribe links will be included where required by law.

**4.5 Cookies & Similar Technologies**

Our use of cookies and similar technologies, and how you can manage preferences, is described in the Privacy Policy (and, where applicable, our cookie notice).

**4.6 Age-Related Notices**

The Service is intended for **adults (18+)** as set out in Section 3. We do not knowingly collect personal data from children where prohibited by law. For more information, please see the Privacy Policy.

# 5. Paid Services; One-Time Digital Items; Subscriptions

The Website provides access to our proprietary online Personality tests (the "**Tests**"). Use of the Tests may be offered free of charge; however, upon completing a Test we may offer you **paid services** (collectively, "**Paid Services**"), including:

- **One-Time Digital Items** such as your **Personality results**, a **Detailed report**, and an optional **IQ test with results** (or similar add-on); and
- Access to **IQBooster**, our premium brain-training plan, which may be provided as fixed-term access or as an auto-renewing subscription, as described below.

We reserve the right to charge fees, at our discretion, for any service provided via the Site (including the Tests) at any time.

**5.1 Pricing**

Current pricing and any applicable taxes or fees are shown at checkout. Prices for optional post-purchase offers (e.g., the Detailed Report) are disclosed at the time the offer is presented. Prices and offers may vary by plan or promotion.

**5.2 One-Time Digital Items**

If you purchase One-Time Digital Items (e.g., Personality results, Detailed Report), delivery is electronic—typically via on-screen confirmation and/or email to the address you provide. One-Time Digital Items are licensed for your personal, non-commercial use in accordance with these Terms.

**5.3 IQBooster Subscription**

Depending on availability, IQBooster may be offered in one or more of the following forms:

- **Trial Access (7 days).** Trial access may be included with your one-time purchase of personality results and report. Unless you cancel before the trial ends, your access converts to a paid subscription on the cadence disclosed at checkout (for example, every 4 weeks), and recurring charges will apply until canceled.
- **Fixed-Term Access (one-time fee).** Access for a defined term (for example, three (3) months or another period shown at purchase). Access expires at the end of the stated term unless renewed or purchased again.
- **Recurring Subscriptions.** Auto-renewing plans that bill monthly or every four (4) weeks and automatically renew at the end of each billing cycle unless canceled.
- **Discounted Trials for Certain Plans.** Some subscription plans may begin with a discounted or promotional period. Unless canceled before the end of the promotional period, the plan renews at the standard rate and cadence shown at checkout.

The specific plan, billing interval, and next charge date for your purchase are displayed at checkout and/or in your Account.

**5.4 Recurring Billing & Your Consent**

Immediately before you provide consent at checkout, we display your plan, price, billing cadence, trial end/first charge date, and how to cancel. By starting a Trial that converts to paid, or by purchasing a recurring subscription, you authorize us to charge the payment method you

provide on a recurring basis at the disclosed cadence and at the then-current rate, until you cancel. You will receive confirmation of sign-up and, where applicable, of trial-to-paid conversion and subsequent renewals. The acknowledgment will include your plan, price, billing cadence, next charge date, and how to cancel.

**5.5 How to Cancel**

You may **cancel at any time** through **Account → Billing → Cancel** (or via any cancellation path we provide in the Service).

- **Trials:** If you cancel **before** the trial ends, **no paid subscription begins** and no recurring charges occur.
- **Subscriptions:** Cancellation takes effect at the **end of the then-current billing cycle**; you will retain access until that time.

**5.6 Optional Post-Purchase Offers**

From time to time, we may present **optional** add-ons (e.g., the **Detailed Report**) **after** your initial purchase. We will clearly disclose the price and material terms and obtain your **express consent** before charging for any add-on.

**5.7 Legal Notice.**

**IQBooster is a premium service exclusively available to clients who have completed an assessment on https://16persons.com/. Charges will appear as follows, depending on payment method:**

- **Card payments (e.g., Visa/Mastercard): "16Persons."**

**IMPORTANT NOTE:**

1. THE SITE AND THE TESTS ARE MADE AVAILABLE **SOLELY FOR ENTERTAINMENT PURPOSES** AND SHOULD NOT BE USED FOR PROFESSIONAL DIAGNOSTICS, ANALYSIS, OR CONSULTATION.
2. TEST RESULTS MAY VARY DEPENDING ON EACH EXAMINEE'S CHARACTERISTICS, THE TYPE OF TEST EMPLOYED, AND EXTERNAL CIRCUMSTANCES (E.G., FATIGUE).
3. ANY RELIANCE ON TEST RESULTS (INCLUDING CERTIFICATES) IS **AT YOUR OWN RISK**.
4. ANY CERTIFICATE WE ISSUE ATTESTS ONLY TO COMPLETION OF THE APPLICABLE TEST AND **DOES NOT CONSTITUTE A STANDARDIZED OR PROFESSIONAL CERTIFICATION**.

# 6. Consideration

Certain features of the Site, as well as certain services provided via the Site, may be subject to the payment of fees as specified on the Site from time to time at the Company's discretion (the "Consideration"). Fee changes apply prospectively. For Subscriptions, any change to price or billing cadence will be communicated and take effect in accordance with Section 7 (Billing & Cancellation).

If you fail to pay the Consideration, or if your payment method is invalid or declined, and you do not promptly update payment information upon our request, we may suspend or cancel your access to the applicable services. Where permitted by your payment network, you authorize us to obtain updated card details through account updater services to try to complete transactions you have authorized.

Taxes. Unless otherwise stated, our charges may include VAT (where applicable) but exclude other taxes, levies, duties, or similar governmental assessments (e.g., sales/use/consumption or withholding taxes) that may be imposed by any local, state, provincial, national, or foreign jurisdiction. We will add or invoice such taxes where we believe we have a legal obligation to do so.

Payment Processing. Payments of the Consideration are processed via certain online payment service providers, such as Stripe, SolidGate, PayPal, or others (collectively, “Online Payment Processors”). We may add or change Online Payment Processors at our sole discretion. The Online Payment Processors enable you to pay securely online using a credit card, debit card, bank account, or a supported wallet. We do not control and are not affiliated with such Online Payment Processors; they are independent contractors and are not our agents or employees. Your use of Online Payment Processors is at your own risk and is subject to their terms. This Section does not limit any rights you may have under applicable law.

Currency & Bank Fees. Charges are shown at checkout in the currency indicated there. Your bank or payment provider may apply foreign exchange rates, fees, or holds that we do not control.

# 7. Billing & Cancellation

### 7.1 Billing Cycles & Renewal

Subscription-based services (including IQBooster) auto-renew at the end of each billing cycle—monthly or every 4 weeks—until canceled. Your active plan, billing interval, and next charge date are shown at checkout and/or in your Account.

### 7.2 Trials & Promotional Periods

Some plans may begin with a trial (e.g., 7 days) or promotional period. Unless you cancel before the trial or promotional period ends, the plan automatically converts to a paid subscription at the standard rate and cadence disclosed at checkout, and recurring charges apply until canceled.

### 7.3 How to Cancel

You may **cancel at any time** using either method below:

- **Self-serve: IQBooster → Settings → Billing → Cancel**.
- **Support:** email **info@16persons.com** or **info@iqbooster.org** from the address linked to your Account.

### 7.4 Effective Date of Cancellation

Cancellation is effective at the end of the then-current billing cycle. You will retain access through that date. Cancellation stops future auto-renewals; it does not backdate or shorten the current cycle.

### 7.5 Plan & Price Changes

We may change plans, features, cadence, or pricing prospectively. If a change affects your active subscription, we will notify you in advance using the contact details on your Account. If you do not agree to the change, you may cancel before it takes effect; continued use after the effective date constitutes acceptance.

### 7.6 Failed Payments

If a charge cannot be processed, we may retry, ask you to update your payment method, and suspend or limit access until payment is completed. Where supported by your network, you authorize us to use card account updater services to obtain updated card details to complete authorized transactions.

**7.7 Invoices & Billing Information**

You can view invoices/receipts and update payment details in your Account. Billing descriptors appear as stated in Section 5.7 (Legal Notice).

# 8. Payments & Refunds

**8.1 Payment Authorization**

You may purchase certain features of the Service for a fee ("Purchase"). By completing a Purchase (including starting a trial that converts to paid or enrolling in a recurring plan), you authorize us to charge the applicable fees, taxes, and any disclosed charges to the payment method you provide, on a one-time or recurring basis as described at checkout and in Section 7 (Billing & Cancellation). Billing descriptors appear as stated in Section 5.7 (Legal Notice).

**8.2 General Refund Rule**

To the fullest extent permitted by applicable law, Purchases made via the Website are non-refundable and non-exchangeable once the digital content has been delivered or made available (e.g., Personality results, detailed report, or access to IQBooster), unless otherwise specified in these Terms or required by law. We do not provide pro-rata refunds for subscription periods already in progress (see Section 7 for cancellation timing).

**8.3 Country/Region-Specific Rights.**

The foregoing does not limit any mandatory rights you may have under local law. Without limitation:

- **Japan (Consumer Contract Act; APPI). One-time digital items** are **non-refundable once delivered**, **unless required by law** (e.g., verified defect or failure to provide access). For **subscriptions**, users may request a **refund/cancellation within eight (8) days** of purchase **if the service has not been used/accessed**. If access was provided/used, refunds for subscriptions are generally available **only** where the service was **defective** or **access not properly provided**, subject to applicable law and these Terms.
- **South Korea (Act on the Consumer Protection in Electronic Commerce). One-time digital items** are **non-refundable once delivered**, **unless required by law** (e.g., verified defect or failure to provide access). For **subscriptions**, users may **cancel within seven (7) days** of the transaction **unless the service has been accessed**. If digital content has been provided/accessed, subscription refunds may not be available **unless** the service was **defective** or **unavailable**.
- **European Union (Consumer Rights Directive). One-time digital items** are **non-refundable once delivered or made available if** you **expressly consented** to immediate performance and acknowledged losing the right of withdrawal upon delivery (which is obtained at checkout); this does **not** affect your rights where required by law (e.g., non-delivery/defect). For **subscriptions**, EU residents have a **14-day** right to **withdraw** from the service agreement **unless** the service has been **fully performed** during that period with your express request/consent; where you withdraw, we may deduct an amount proportionate to the service provided up to the time of withdrawal, as permitted by law.
- **United States.** Fees for digital items (e.g., Personality results, detailed reports) and **subscription periods already elapsed** are **non-refundable**, **unless required by law** (for example, where the service was not delivered after successful payment, or in case of a duplicate/erroneous charge that we verify). **Cancellation stops future renewals and does not trigger a refund for the current cycle** (see **Section 7**).

**8.4 Chargebacks & Disputes.**

If you initiate a chargeback, we may suspend or terminate access to the Service pending resolution. We reserve the right to provide transaction records and delivery logs to your payment provider to demonstrate authorization and delivery. This does not limit any rights you may have under applicable law.

# 9. Use Restrictions

There are certain conducts which are strictly prohibited when using the Site and the Service. Please read the following restrictions carefully. Failure to comply with any of the provisions set forth herein may result (at the Company's sole discretion) in suspension or termination of your access to the Site, the Tests, and/or the Content, and may expose you to civil and/or criminal liability.

Unless otherwise explicitly permitted under these Terms or in writing by the Company, you may not:

1. **Unlawful or Unauthorized Use.** Use the Site and/or Content for any illegal, immoral, unlawful, or unauthorized purpose, or in violation of Applicable Law.
2. **Commercial Exploitation.** Use the Site and/or Content for non-personal or commercial purposes, including resale, sublicensing, renting, leasing, or time-sharing of the Service, Digital Items, or access credentials.
3. **Account Abuse.** Share, transfer, sell, or otherwise permit any third party to use your Account or credentials; create multiple Accounts to circumvent usage limits, trials, or payment obligations.
4. **Circumvention.** Bypass, disable, or interfere with any security feature, access control, paywall, rate limit, or content protection used by the Site or the Service.
5. **Scraping/Automation.** Access or use the Service through any robot, spider, crawler, scraper, script, or other automated means (including data mining, harvesting, or extraction) without our prior written consent.
6. **Reverse Engineering.** Copy, modify, reverse engineer, decompile, adapt, translate, or create derivative works of any part of the Site, the Tests, or the Content, except as expressly permitted by law that cannot be contractually waived.
7. **Interference/Disruption.** Interfere with or disrupt the operation of the Site or the servers or networks that host the Site; take any action that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure.
8. **Malicious Code.** Upload, transmit, or distribute any viruses, worms, Trojan horses, spyware, time bombs, or other harmful or malicious code.
9. **False Representations.** Present false or misleading information about the Service, or misrepresent your identity or affiliation with any person or entity.
10. **Infringement/Unlawful Content.** Upload, post, or transmit any content that infringes or violates intellectual-property, privacy, publicity, or other rights of any third party, or that is unlawful, harassing, defamatory, obscene, or otherwise objectionable.
11. **Removal of Notices.** Remove, alter, or obscure any proprietary notices, labels, watermarks, or attributions appearing on or in the Content or the Service.
12. **Test Integrity.** Engage in any activity intended to manipulate or distort test administration or results (including coordinated answer sharing, use of automated solving tools, or other forms of cheating).
13. **Fraud/Payments Abuse.** Engage in fraud, payment abuse, or improper chargeback activity (including disputed transactions you authorized or received delivery for).
14. **Use Inconsistent with License.** Use any Digital Items (including Personality results, and detailed report) beyond the personal, non-commercial license granted in these Terms.

# 10. Intellectual Property

**10.1 Ownership.**

The Site, the Tests, the Service, and all content and materials made available through them—including without limitation text, graphics, images, audio/video, designs, layouts, software, code, algorithms, question banks, scoring logic, datasets, and other works (collectively, the "**Content**")—together with all associated inventions, research, know-how, trademarks, trade names, service marks, domain names, logos, and trade secrets (collectively, "**Proprietary Assets**") are owned by and/or licensed to the Company and are protected by applicable intellectual-property and other laws. **All rights not expressly granted are reserved.**

**10.2 Limited License to You.**

Subject to these Terms, we grant you a personal, limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Service and the Content for your own, non-commercial purposes. This license does not include any right to: (a) reproduce, distribute, publicly display, or publicly perform the Content except as expressly permitted; (b) modify, adapt, translate, create derivative works of, reverse engineer, decompile, or attempt to extract source code or underlying data sets, except to the extent such restrictions are prohibited by Applicable Law; (c) circumvent any access control, security, or usage limitation; or (d) use the Service or Content for competitive analysis or to build a competing product or service.

**10.3 Digital Items.**

Digital Items (e.g., Personality results, detailed reports) are licensed, not sold. You may download and retain copies for your personal, non-commercial use in accordance with this Section. You may not remove or alter proprietary notices, watermarks, or attributions.

**10.4 Trademarks.**

"16 Persons," "IQBooster," our logos, and any other Company marks used in connection with the Service (collectively, "**Company Marks**") are trademarks or trade names of the Company, whether or not registered. All other trademarks, service marks, trade names, and logos appearing on the Service are the property of their respective owners ("**Third-Party Marks**"). No right, license, or interest in the Company Marks or Third-Party Marks is granted by these Terms, and you agree not to use any such marks without prior written permission from the applicable owner.

**10.5 User Content**

If the Service allows you to submit, upload, or transmit content ("User Content"), you retain your rights in such User Content. You grant the Company a worldwide, non-exclusive, royalty-free, transferable, sublicensable license to host, store, reproduce, modify (for formatting/display), and display your User Content solely to operate, provide, and improve the Service. You represent and warrant that you have all rights necessary to grant this license and that your User Content does not infringe any third-party rights or violate Applicable Law. We may remove or disable access to User Content that we reasonably believe violates these Terms.

**10.6 Feedback**

If you provide ideas, suggestions, or feedback regarding the Service ("Feedback"), you acknowledge that the Company may use and exploit such Feedback without restriction or obligation to you.

**10.7 Reservation of Rights**

Except for the limited license expressly granted in Section 10.2 (and any end-user license terms presented for specific Digital Items), no rights are granted to you—by implication, estoppel, or otherwise—under any intellectual-property rights owned or controlled by the Company or its licensors.

# 11. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SITE, THE TESTS, THE SERVICE, AND ALL CONTENT (INCLUDING DIGITAL ITEMS SUCH AS PERSONALITY RESULTS, AND DETAILED REPORTS) ARE PROVIDED "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS." THE COMPANY, ITS AFFILIATES, LICENSORS, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS DISCLAIM ALL WARRANTIES OF ANY

KIND—EXPRESS, IMPLIED, OR STATUTORY—INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT: (A) THE SERVICE OR CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS; (B) THE RESULTS OBTAINED FROM USE OF THE TESTS OR IQBOOSTER WILL BE ACCURATE, RELIABLE, OR MEET YOUR EXPECTATIONS; OR (C) DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION (WHETHER ORAL OR WRITTEN) OBTAINED FROM US CREATES ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

EDUCATIONAL/ENTERTAINMENT ONLY—NO PROFESSIONAL ADVICE. THE TESTS, RESULTS, CERTIFICATES, REPORTS, AND IQBOOSTER ARE NOT A MEDICAL, CLINICAL, OR PSYCHOLOGICAL DIAGNOSIS OR TREATMENT AND DO NOT SUBSTITUTE FOR PROFESSIONAL ADVICE. ANY RELIANCE IS AT YOUR OWN RISK. IF YOU REQUIRE PROFESSIONAL ADVICE, PLEASE CONSULT A QUALIFIED PROFESSIONAL.

THIRD-PARTY SERVICES. WE ARE NOT RESPONSIBLE FOR, AND MAKE NO WARRANTIES REGARDING, THIRD-PARTY SERVICES (INCLUDING PAYMENT PROCESSORS, NETWORKS, OR PLATFORMS) EVEN IF ACCESSED OR USED IN CONNECTION WITH THE SERVICE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH CASES, THE EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

# 12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, OR CONTRACTORS (COLLECTIVELY, “COMPANY REPRESENTATIVES”) BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT—NEGLIGENCE INCLUDED—STRICT LIABILITY, OR OTHERWISE), INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, THE TESTS, THE SERVICE, OR ANY CONTENT OR DIGITAL ITEMS; (B) ANY CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES; (C) ANY THIRD-PARTY SERVICES (INCLUDING PAYMENT PROCESSORS); OR (D) THESE TERMS.

WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND COMPANY REPRESENTATIVES FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS SHALL NOT EXCEED THE GREATER OF: (I) THE AMOUNTS YOU ACTUALLY PAID TO THE COMPANY FOR THE SERVICE GIVING RISE TO THE CLAIM IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY; OR (II) USD 1.00.

THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION APPLY EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IN SUCH JURISDICTIONS, THE COMPANY’S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW (FOR EXAMPLE, LIABILITY FOR FRAUD, WILLFUL MISCONDUCT,

OR, WHERE SUCH LIMITATION IS NOT PERMITTED, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE).

THE PARTIES AGREE THAT THE LIMITATIONS IN THIS SECTION ARE A FUNDAMENTAL BASIS OF THE BARGAIN AND ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH THE SERVICE.

# 13. Indemnification

You agree to defend, indemnify, and hold harmless the Company and its affiliates, officers, directors, employees, agents, licensors, and contractors (collectively, "Company Parties") from and against any and all claims, demands, actions, investigations, losses, liabilities, damages, judgments, fines, penalties, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to:

(i) your use or misuse of the Site, the Tests, the Service, or any Content or Digital Items;

(ii) your breach of these Terms or of any applicable law or regulation;

(iii) your infringement, misappropriation, or violation of any intellectual-property, privacy, publicity, or other rights of any third party;

(iv) any User Content you submit, upload, or transmit through the Service; and/or

(v) any fraud, payment/chargeback abuse, or other wrongful act or omission by you.

**Procedure.** The Company will provide you with prompt written notice of any claim for which indemnity is sought (provided that failure to give prompt notice will not relieve you of your obligations except to the extent materially prejudiced). The Company will have the right (but not the obligation) to participate in the defense with counsel of its choice, and you will not settle any claim without the Company's prior written consent if such settlement (a) imposes any obligation on a Company Party, (b) admits fault or wrongdoing on behalf of a Company Party, or (c) fails to include a full, unconditional release of the Company Parties. Subject to the foregoing, you will control the defense of the claim with qualified counsel reasonably acceptable to the Company and will cooperate with the Company Parties in good faith.

**Exclusions.** Your indemnity obligations do not apply to the extent a claim results from the Company's willful misconduct or fraud. Nothing in this Section limits any other remedies available to the Company Parties.

# 14. Dispute Resolution

**14.1 Informal Resolution Requirement.**

Before initiating formal proceedings, you agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to these Terms or the Service (a "**Dispute**") through **good-faith negotiations**. Please email **info@16persons.com** with the subject line "Notice of Dispute," and include your name, the email associated with your Account, a description of the Dispute, and the specific relief sought. If the Dispute is not resolved within **60 days** after our receipt of your Notice of Dispute, either party may proceed as set out below.

**14.2 U.S. Arbitration (if you reside in the United States or bring a claim in the United States).**

Except for the matters described in **Sections 14.4** and **14.5**, **any Dispute will be resolved by binding, individual arbitration** administered by the **American Arbitration Association ("AAA")** under its **Consumer Arbitration Rules** then in effect. The **arbitrator** may award all remedies

available in court, subject to these Terms.

- **Governing law.** This arbitration agreement and any arbitration will be **governed by the laws of the State of Delaware**, without regard to conflict-of-laws rules, **except** that the **Federal Arbitration Act (FAA)** governs the interpretation and enforceability of this Section to the extent it would otherwise apply.
- **Location & format.** Hearings may be conducted **by video conference** or, if an in-person hearing is held, in **New Castle County, Delaware**, unless we agree otherwise.
- **Fees.** AAA rules govern payment of filing, administrative, and arbitrator fees. Where required by the AAA Consumer Rules or applicable law, we will **pay or reimburse** fees to ensure the arbitration remains **cost-effective** for consumers.
- **Class/representative action waiver. To the fullest extent permitted by law, claims must be brought in an individual capacity only, not as a class, collective, consolidated, or representative action.** The arbitrator may not consolidate claims of more than one person or preside over any class or representative proceeding.
- **Small-claims option.** Either party may bring an eligible claim in **small-claims court** in **New Castle County, Delaware**, or in your county of residence, rather than in arbitration.
- **30-day opt-out.** You may **opt out** of this arbitration agreement by emailing **info@16persons.com** with the subject "Arbitration Opt-Out" **within 30 days** of the date you first accepted these Terms. Include your name and the email associated with your Account. If you opt out, **Section 14.2** will not apply, but the rest of this Section 14 remains in effect.

**14.3 Non-U.S. Disputes.**

If you do not reside in the United States and do not bring a claim in the United States, then — subject to any non-waivable consumer rights under the law of your country of residence — these Terms are governed by the laws of Cyprus , and any Dispute shall be brought in the courts of Larnaca, Cyprus . You and the Company consent to that jurisdiction and venue and waive objections based on inconvenient forum, to the extent permitted by applicable law.

**14.4 Injunctive Relief; IP Protection; Public Injunctive Relief.**

Nothing in this Section limits either party's ability to seek temporary or preliminary injunctive relief in a court of competent jurisdiction to protect intellectual-property or proprietary rights, or to seek public injunctive relief where such a right cannot be waived under applicable law.

**14.5 Severability.**

If any part of this Section 14 is found unenforceable, the remainder shall remain in effect. If the class/representative action waiver is found unenforceable as to a particular claim, then the arbitration agreement in Section 14.2 will not apply to that claim, and such claim must be brought in court, but the class/representative action waiver will continue to apply to the maximum extent permitted for all other claims. The parties agree that the limitations in this Section are fundamental to their agreement to resolve Disputes.

# 15. Governing Law; Venue

**15.1 Non-U.S. Users / Claims Outside the U.S.**

Except as provided in Section 14, these Terms and any non-arbitrable dispute or claim arising out of or relating to them are governed by the laws of Cyprus , without regard to conflict-of-laws rules, and shall be brought exclusively in the courts of Larnaca, Cyprus . The parties consent to such jurisdiction and venue to the extent permitted by applicable law.

**15.2 U.S. Users / Claims in the U.S.**

For users who **reside in the United States** or bring a claim in the United States: (a) the **arbitration agreement and any arbitration** are governed by the **laws of the State of Delaware** (except that the **Federal Arbitration Act** governs the interpretation and enforceability of the

arbitration agreement to the extent it would otherwise apply); and (b) any **non-arbitrable** dispute or claim shall be brought exclusively in the **state or federal courts located in New Castle County, Delaware**, and the parties consent to such jurisdiction and venue.

**15.3 Consumer-Law Safeguard.**

Nothing in these Terms limits any **non-waivable consumer rights** you may have under the mandatory laws of your place of residence.

# 16. Amendments to the Terms

We may, at our sole discretion, **modify or update** these Terms (including policies incorporated by reference) from time to time. Please **revisit this page periodically**.

**Material changes.** If we make a material change, we will make reasonable efforts to provide notice—for example, by posting a clear notice on the Site and/or sending an email to the address associated with your Account (if available). Material changes take effect seven (7) days after such notice is posted or sent (whichever is earlier), unless a longer period is stated in the notice or required by law.

**Other changes.** All other changes are effective as of the "Last Revised" date indicated at the top of these Terms. Your continued access or use of the Service on or after the effective date constitutes acceptance of the updated Terms.

**Subscription-impacting changes.** If a change affects your active subscription (for example, changes to price, billing cadence, or cancellation method), we will provide notice in accordance with Section 7 (Billing & Cancellation). If you do not agree to the change, you may cancel before it takes effect; cancellation stops future renewals (see Section 7).

**If you do not agree.** If you do not agree to the updated Terms, stop using the Service and, if applicable, cancel your subscription before the effective date of the change.

**Legal or urgent updates.** Changes made to address legal, regulatory, security, or operational requirements may take effect immediately to the extent permitted by law.

Nothing in this Section limits any non-waivable rights you may have under applicable law, and changes do not apply retroactively to disputes that arose before the effective date of the updated Terms.

# 17. Termination; Changes to the Service

We may, at our sole discretion and subject to Applicable Law, **suspend or terminate** your access to the Service (in whole or in part) at any time, including where we reasonably believe you have breached these Terms, engaged in fraud or abuse, or where required by law or a competent authority. Where legally permitted, we will provide notice of the reason for suspension or termination.

We may also **modify, suspend, or discontinue** the Service or any feature, content, or offering, **temporarily or permanently**. If we permanently discontinue the Service (or an applicable paid feature) prior to the end of your **prepaid subscription period**, we will provide a **pro-rata refund** of prepaid fees for the remaining period, unless otherwise required by law or addressed elsewhere in these Terms.

Upon termination, your right to use the Service ceases immediately. Sections that by their nature should survive (including **Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, Dispute Resolution, Governing Law; Venue, Payments & Refunds (to the extent applicable), and Miscellaneous**) **will survive** termination. Data handling after termination is described in our **Privacy Policy**.

# 18. Miscellaneous

**Entire Agreement.** These Terms (including documents incorporated by reference, such as the Privacy Policy) constitute the entire agreement between you and the Company regarding the Service and supersede prior or contemporaneous understandings on that subject.

**Relationship.** Nothing in these Terms creates a partnership, joint venture, employment, agency, or franchisor-franchisee relationship.

**No Waiver.** A failure to enforce any provision will not be a waiver of that or any other provision.

**Severability.** If any provision is found unenforceable, it will be limited or eliminated to the minimum extent necessary, and the remainder will stay in effect.

**Assignment.** You may not assign or transfer these Terms (or any rights/obligations) without our prior written consent. We may assign these Terms without restriction (including in connection with a merger, acquisition, or sale of assets).

**Time to Bring Claims.** To avoid consumer-law conflicts in various jurisdictions, we do not apply a one-year universal limitation period to consumer claims. Any contractual limitation period will apply only to the extent permitted by Applicable Law.

**Export/Compliance.** You agree to comply with Applicable Law, including export, sanctions, and embargo laws that may govern your use of the Service.

**Force Majeure.** Neither party is liable for delay or failure to perform due to Force Majeure (as defined in Section 2), provided the affected party uses reasonable efforts to mitigate and provides notice where practicable.

**Order of Precedence.** If there is a conflict between these Terms and any policy referenced herein, these Terms control unless the referenced policy expressly states otherwise.

**Language.** If we provide a translated version of these Terms, the **English version controls** to the extent of any conflict, unless Applicable Law requires otherwise.

# 19. Electronic Signatures; Records

By clicking a button labeled **“Get Access”, “Continue to Payment”, “Pay”, “Confirm and Get Results”, “Start 7-day Trial”, “Start your journey”** or any similar action presented at checkout or in the Service, you agree and intend to sign these Terms electronically and to enter into a legally binding agreement with the Company. Your click (and any related confirmations, including payment authorizations) constitutes your electronic signature and consent to receive and store records electronically.

You agree to the use of electronic contracts, signatures, and records to the fullest extent permitted by Applicable Law, including the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN), the EU eIDAS Regulation, Japan's Act on Electronic Signatures and Certification Business, and South Korea's Framework Act on Electronic Documents and Transactions (and similar laws worldwide). You waive any requirement for an original (non-electronic) signature or non-digital delivery/retention of records, to the extent permitted by law. We may provide copies of these Terms and transaction records electronically (e.g., via your Account or email).

# 20. Notices; Contact Information

**20.1 General inquiries.**

If you have questions about the Service or these Terms, please contact **info@16persons.com** or **info@iqbooster.org**.

**20.2 Legal notices.**

Formal notices (including notices of dispute under **Section 14**) must be sent to **info@16persons.com** and to our mailing address below.

Please include your full name, the email associated with your Account, and a clear description of the matter.

**20.3 Our mailing address.**

**Emotionyx LTD**

Pavlou Valdaseridi, 2A

6018, Larnaca

Cyprus

**20.4 How notices are given; deemed receipt.**

- We may provide notices to you by **email** (to the address associated with your Account), by **posting** within the Service or on our website, or by **mail**.
- You agree that **email** satisfies any legal requirement for written notice, to the extent permitted by Applicable Law.
- A notice is deemed **given**: (i) when sent by email (if sent during normal business hours in the recipient's location, otherwise on the next business day); (ii) when posted in the Service or on our website; or (iii) three (3) business days after mailing by registered or certified mail, return receipt requested.

**20.5 Changes to contact details.**

We may update our contact details and mailing address by posting an updated version of this Section. Your obligation to keep your own contact information current is described in **Section 3 (Eligibility & User Accounts)**.

## Last Revised: 21.10.2025

* Our content is offered in multiple languages through a combination of human and AI-assisted translation. While we make every effort to ensure accuracy, the English version is the official and legally binding text.