

TERMS & CONDITIONS

Last updated: 28.04.2026

Please read these Terms carefully. By accessing or using the Website, you confirm that you have read, understood, and agree to be legally bound by these Terms, and our Privacy Policy, Refund Policy and Cookie Policy, which is incorporated into these Terms by reference and forms part of the agreement between you and us. If you do not agree to any part of this agreement, you must not access or use the website.

1. Definitions

For the purposes of these Terms & Conditions, the following definitions apply:

"Account" means a registered user profile created by a User to access and use the Service.

"Applicable Law" means all applicable local, national, and international laws, regulations, statutes, ordinances, rules, directives, and legal requirements that apply to the User, the Company, or the Service, including consumer protection, data protection, and e-commerce laws.

"Billing Cycle" means the recurring period (e.g., monthly or annually) for which a Subscription is billed, as disclosed at the time of purchase.

"Company" means the legal entity operating the Service, including its affiliates, subsidiaries, officers, directors, employees, contractors, and agents.

"Content" means all materials made available through the Service, including but not limited to tests, quizzes, brain games, questions, answers, results, text, data, reports, graphics, images, audio, video, software, and algorithms.

"Force Majeure" means any event beyond the reasonable control of the Company that prevents or delays performance of the Service, including but not limited to acts of God, natural disasters, war, terrorism, labor disputes, power failures, internet outages, governmental actions, or technical failures.

"Free Trial" means a limited-time promotional access to the Service, subject to the terms disclosed at the time of enrollment. To obtain such limited-time promotional access, the user is required to authorize a valid payment card and pay a one-time authorization fee of \$0.99. Upon expiration of the Free Trial, a paid Subscription may commence unless cancelled in accordance with the applicable Terms & Conditions.

"Personal Data" means any information relating to an identified or identifiable individual, as defined under applicable data protection laws.

"Service" means the subscription-based digital platform that provides access to interactive tests, quizzes, brain games, and other similar interactive content for entertainment and self-assessment purposes. The scope, features, and content of the Service may be expanded, modified, or updated from time to time.

"Subscription" means a paid recurring plan that grants a User access to the Service for a specified Billing Cycle.

"Third-Party Services" means any services, platforms, software, payment processors, or content provided by third parties that are integrated with or linked to the Service.

"User" or "you" means any individual who accesses or uses the Service, whether registered or not.

2. Introduction

These Terms & Conditions ("Terms") govern your access to and use of the services related to interactive tests, quizzes, brain games (the "Service") provided by HaldenCraft LLC, operating under the brand Marble IQ ("Company", "we", "us", or "our"). The Service is offered on a subscription basis and is intended for entertainment and personal use only.

By accessing or using the Service, you confirm that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use the Service.

3. Description of the Service

The Service provides access to interactive tests, quizzes, brain games, and related digital content through an online platform. The Service is offered for entertainment, personal interest, and self-assessment purposes only. The Service does not provide educational, medical, psychological, legal, or financial advice, and any information, results, or content provided should not be relied upon as a substitute for professional advice or evaluation. By using the Service, you agree to do so at your own discretion and risk.

We reserve the right to modify, suspend, or discontinue any aspect of the Service, temporarily or permanently, at any time, with or without notice, subject to applicable law.

4. Your Relationship with Us

What you can expect from us:

- We will provide access to the Service in accordance with your selected subscription plan.
- We may develop, update, or modify features, functionality, or content to improve the Service.
- If we make material changes that significantly affect your use of the Service, we will provide notice where reasonably practicable, unless immediate changes are required for legal, security, or operational reasons.
- We may update, clarify, or amend these Terms from time to time. Updated Terms will be published on our website or communicated through your registered contact details. Continued use of the Service constitutes acceptance of the updated Terms.

5. What We Expect from You

By accessing or using the Service, you agree that:

- You agree to comply with these Terms, Refund Policy and all applicable laws and regulations.
- You accept our Privacy Policy, Cookie Policy.
- You understand the nature, scope, and limitations of the Service.

- You acknowledge that the Service does not provide professional, medical, legal, or financial advice.

6. Account Registration and Acceptable Use

- You must create an account to access the Service.
- You must be at least 18 years old or the legal age of majority in your jurisdiction, whichever is higher. No targeting or service design for minors.
- You agree to provide accurate, current, and complete information during registration and to keep your information up to date.
- You may create and maintain only one account.
- Your account is for your personal, non-commercial use only.

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 of any unauthorized use or suspected security breach.

7. Prohibited Activities

You agree not to:

- Use the Service for any unlawful, harmful, or fraudulent purpose.
- Share, copy, distribute, modify, reverse engineer, decompile, or exploit any part of the Service or its Content.
- Use automated systems (including bots, scrapers, or data-mining tools) to access or collect data from the Service.
- Use the Service for commercial purposes without our prior written consent.
- Impersonate any person or entity or misrepresent your affiliation.
- Circumvent or interfere with security features or access controls.
- Encourage or assist others in violating these Terms.

Violation of these rules may result in suspension or termination of your account. You may be liable for violation according to local law.

8. Subscriptions, Trials, and Billing

8.1 Subscription Plans

The Service is offered on a recurring subscription basis. Available plans, features, pricing, and billing cycles are displayed at the time of sign-up. All subscription prices, billing frequency, applicable taxes (if any), and renewal terms are clearly displayed to you before you complete your purchase. By completing your purchase, you authorize us to charge the applicable subscription fees on a recurring basis in accordance with the selected billing cycle.

The Company may offer promotional codes, discounts, or special offers ("Promo Codes") that provide access to the Service under specific terms. The applicable terms and conditions of such Promo Codes, including any pricing, duration, or limitations, will be disclosed to the user at the time the Promo Code is issued or applied.

By using a Promo Code, you agree to the specific terms associated with that Promo Code.

8.1.1 Introductory Trial Plan

Certain services offer an introductory trial under the following conditions:

Trial duration: 3 days

Trial price: \$0.99

Trial provides full access to the selected service.

Unless cancelled before the end of the trial period, the subscription will automatically convert to a paid monthly subscription.

8.1.2 Subscription Price & Automatic Renewal

After the trial period (if applicable), the subscription renews automatically under one of the following conditions, depending on whether a promotional offer is available to the user at the time of renewal:

- **Monthly Subscription**

Price: **\$9.99**

Billing cycle: Monthly

Renewal: Automatically renews unless cancelled before the renewal date

8.1.3 Two-Week Subscription

The user may subscribe to the service for a period of two (2) weeks. The Introductory Trial Plan does not apply to this type of subscription. The terms applicable to the Two-Week Subscription depend on whether a promotional offer is available to the user:

- **Two-Week Subscription**

Price: **\$6.99**

Billing cycle: Every two (2) weeks

Renewal: Automatically renews unless cancelled before the renewal date

8.1.4 Three-Month Subscription

The user may subscribe to the service for a period of three month. The Introductory Trial Plan terms do not apply to this type of subscription. The terms of the Three-Month Subscription are as follows:

- **Three-Month Subscription**

Price: **\$25.49**

Billing cycle: Every three (3) month

Renewal: Automatically renews unless cancelled before the renewal date

8.1.5 Annual Subscription

The user may subscribe to the Service for a period of one (1) year. The Introductory Trial Plan terms do not apply to this type of subscription. The terms of the Annual Subscription are as follows:

- **Annual Subscription**

Price: **\$75.49**

Billing cycle: Every twelve (12) months

Renewal: Automatically renews unless cancelled before the renewal date

By starting a subscription, you authorize the Company to charge the applicable subscription fee for the selected subscription plan using your chosen payment method on a recurring basis.

8.2 Affirmative Consent

By subscribing, you expressly agree to these Terms and confirm that you understand that your subscription will automatically renew unless you cancel it before the end of the current billing period.

8.3 Automatic Renewal

Subscriptions automatically renew at the end of each billing cycle unless cancelled through your account settings prior to renewal. The payment method you provide will be charged automatically at each renewal.

8.4 Free Trials

If a free trial or promotional period is offered, the duration, conversion date, and applicable charges will be clearly disclosed at the time of sign-up. Unless you cancel before the end of the trial period, your subscription will automatically convert to a paid subscription, and your payment method will be charged the applicable fees.

8.5 Billing Records and Receipts

Payments are processed by third-party payment providers. By using our services, you agree to their terms and policies. You will receive electronic receipts or invoices for each transaction, and you may access your billing history through your account. The Company is not responsible for any payment provider malfunctions. You confirm that you are authorized to use the payment method provided. If you use a payment method without proper authorization, you agree to be responsible for any losses, costs, or damages we incur as a result.

8.6 Cancellation

You may cancel your subscription at any time through the self-service account management tools provided within your account. Cancellation will take effect at the end of the current billing period. You will continue to have access to the Service until the end of that period, unless otherwise required by law.

Notice To California Subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed.

For subscribers residing in certain U.S. jurisdictions where additional consumer rights apply, you may have the right to cancel your subscription **without charge or obligation** within a specified period after subscribing, as required by applicable law.

If a subscriber passes away before the end of an active subscription term, the subscriber's estate may be entitled to a refund for the unused portion of the subscription covering the period after the date of death.

If a subscriber becomes unable to use the Services due to a qualifying disability before the end of the subscription term, the subscriber may be entitled to a refund for the unused portion of the subscription covering the period following the onset of the disability, provided that notice is given to the Company in accordance with the refund request procedure described in these Terms.

Cooling-Off Period and Digital Content Rights

If you are a consumer located in the United Kingdom, you may have the right to cancel your subscription within 14 days of purchase under the Consumer Contracts Regulations 2013.

For digital content and services, the Service will begin immediately upon purchase only if you provide your explicit consent by checking the box confirming that you:

- request immediate access to the Service, and
- acknowledge that by doing so you may lose your statutory right to cancel once the Service has begun, in accordance with applicable law.

If you do not provide this consent, your statutory cancellation rights remain fully unaffected.

Except where required by applicable law, subscription fees are non-refundable once the billing period has started. This does not affect any mandatory consumer rights or statutory remedies available to you under applicable law.

8.7 Refunds and Chargebacks

Refunds, if any, are handled in accordance with our Refund Policy and applicable law. Payment disputes and chargebacks are subject to the rules and procedures of the payment provider and the relevant card networks.

9. Intellectual Property

All Content and materials available through the Service, including text, graphics, logos, software, and AI-generated outputs, are owned by or licensed to the Company and are protected by applicable intellectual property laws.

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service and Content for your personal, non-commercial use only. It does not give you ownership or any intellectual property right.

You may not reproduce, distribute, modify, create derivative works from, copy, or exploit any Content or any part of the Company without our prior written consent.

We reserve the right to remove or block data in respect of which we received a notice of copyright infringement, if such notice has been made in compliance with law, as well as to delete a user's account which has been used for infringement.

10. Disclaimers and Nature of the Service

The Service provides interactive tests, quizzes, brain games, and related digital content on an “as is” basis for entertainment, personal interest, and self-assessment purposes only. It does not constitute professional advice of any kind. You agree to use the Service at your own risk.

You acknowledge that:

- Results, scores, or feedback provided through the Service are for informational and entertainment purposes only.
- No guarantees are made regarding accuracy, completeness, reliability, or outcomes.
- Content should not be relied upon as the sole basis for important personal, educational, financial, legal, medical, or professional decisions.

The Service does not provide educational certification, medical, psychological, legal, financial, or other professional advice. We aim to make the Service convenient and accessible; however, certain conditions, features, availability, or outcomes cannot be guaranteed.

To the fullest extent permitted by applicable law, the Company, its affiliates, suppliers, and agents provide the Service and any related content or data on an “as is” and “as available” basis, without warranties of any kind, whether express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

11. Limitation of Liability

To the maximum extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of data, loss of goodwill, or other intangible losses, arising out of or relating to your use of or inability to use the Service.

To the extent permitted by applicable law, the Company and its officers, directors, employees, affiliates, agents, representatives, and advisors shall not be responsible for any decisions you make or actions you take based on information or content provided through the Services. You acknowledge that any reliance on such information is at your own discretion and risk, and you agree to hold the Company and its related parties harmless from any claims, losses, or damages arising from such reliance.

You acknowledge that while using the Services and accessing its content, you may encounter material that you consider inappropriate, offensive, or objectionable. Such content may not always be clearly labeled or identified in advance. You agree that your access to and use of the Content is at your own discretion and risk, and the Company does not accept responsibility or liability for any content that you may find offensive or objectionable.

Nothing in these Terms excludes or limits liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation, or

- any other liability that cannot be excluded or limited under applicable consumer protection laws.

Where liability cannot be excluded under applicable law, the Company's total liability shall be limited to the **maximum extent permitted by law** and, where permitted, shall not exceed the total amount paid by you for the Service during the **three (3) months** preceding the event giving rise to the claim.

Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of the above limitations may not apply to you. In such cases, the Company's liability will be limited to the fullest extent permitted by applicable law.

If you are a user located in New Jersey, USA, the sections of these Terms relating to disclaimers of warranties and limitations of liability are intended to apply only to the extent permitted by New Jersey law. If any part of those sections is found to be unenforceable under applicable New Jersey law, such determination shall not affect the enforceability of the remaining provisions.

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court or other competent authority, that provision shall be enforced to the maximum extent permitted by applicable law, and the remaining provisions shall remain in full force and effect.

12. Service Availability and Force Majeure

We aim to provide reliable access to the Service but do not guarantee uninterrupted or error-free operation. We are not responsible for delays or failures caused by events beyond our reasonable control, including Force Majeure events.

13. Privacy and Data Protection

We process personal data in accordance with applicable data protection and privacy laws, including the **UK General Data Protection Regulation (UK GDPR)**, relevant **United States state privacy laws**, and **Canadian privacy legislation**, such as the Personal Information Protection and Electronic Documents Act (PIPEDA), where applicable.

Personal data is collected and used solely for the purposes of providing, maintaining, and improving the Service, managing subscriptions and payments, complying with legal obligations, and communicating with you regarding your account or the Service.

We do not sell personal data. We share personal data only with trusted third-party service providers (such as payment processors, AI service providers and Meta Platforms, Inc. (advertising via Meta Pixel)) where necessary to deliver the Service, and only in accordance with applicable law and contractual safeguards.

Your rights regarding your personal data, including rights of access, correction, deletion, restriction, and objection, are described in our Privacy Policy. Where required by law, you may also have the right to withdraw consent or lodge a complaint with a relevant supervisory authority.

Further details on how we collect, use, store, and protect personal data are available in our Privacy Policy, which forms part of these Terms.

14. Termination

We may suspend or terminate your account immediately if you breach these Terms, applicable law, or if required for legal or security reasons.

You may stop using the Service and cancel your subscription at any time. Upon termination, your right to access the Service will cease.

Termination of your account or subscription does not affect your rights regarding personal data, which continue to be governed by our Privacy Policy and applicable data protection laws.

15. Dispute Resolution and Governing Law

15.1 Dispute Resolution

Before initiating formal proceedings, you agree to attempt to resolve disputes informally by contacting us. We will use reasonable efforts to assist you in resolving a situation in a timely manner.

15.2 Arbitration and Class Action Waiver

Where permitted by law, disputes shall be resolved by binding arbitration on an individual basis, and you waive the right to participate in class actions or representative proceedings.

United Kingdom and Canada Users

If you are a user located in the United Kingdom or Canada, any arbitration provision in these Terms shall apply **only to the extent permitted by applicable law** and shall not limit or remove your right to:

- bring a claim before a competent court, or
- seek remedies from applicable consumer protection authorities or regulators.

Nothing in these Terms is intended to restrict or exclude mandatory consumer rights or access to courts where such rights cannot be waived by law.

15.3 Governing Law

These Terms and any dispute or claim arising out of or in connection with them shall be governed by and construed in accordance with the laws of the jurisdiction in which you are ordinarily resident, **to the extent that mandatory consumer protection laws of that jurisdiction apply**.

Where such mandatory laws do not apply or do not fully address a matter, these Terms shall be governed by and construed in accordance with the laws of **England and Wales**, without regard to conflict-of-laws principles.

Nothing in this section limits or excludes any consumer rights that cannot be waived under applicable laws of the United States, the United Kingdom, or Canada.

16. Entire Agreement Clause

These Terms, together with the Privacy Policy, Refund Policy, Cookie Policy, and any other policies or notices expressly incorporated by reference, constitute the entire agreement between you and the Company regarding your use of the Service, and supersede any prior or contemporaneous agreements, communications, or understandings, whether written or oral, relating to the Service.

17. Changes to These Terms

We may update these Terms from time to time. The latest version will always be available on our website, and you will be notified about changes.

18. Company Legal Entity Name, Registered Address and Contact Details

For terms-related questions or requests, please contact:

Email: support@marble-iq.com

Company: HaldenCraft LLC.

Registered Address: 524 Adrian Street, Waterloo, IA, 50703, United States of America.

We answer during 48 business hours (except weekends and holidays).