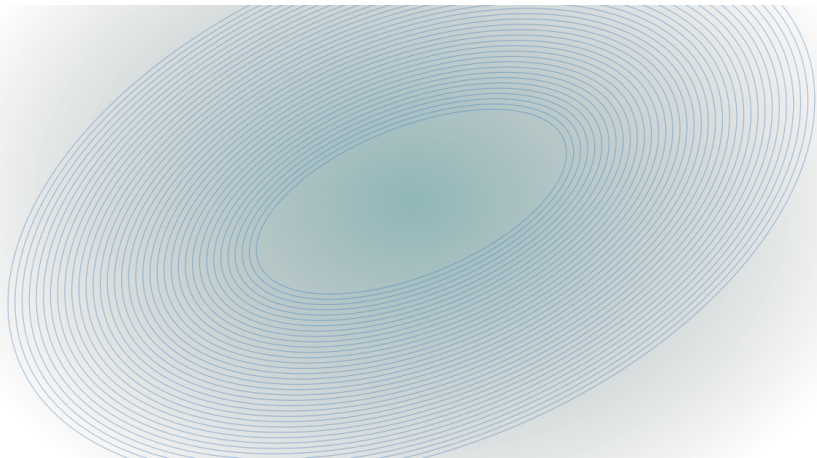




PUBLIC TERMS / RESEARCH CREDITS

Prepaid Research Service Credits & Bank-Transfer Purchase Terms

Pricing, funding, service-credit use and an explicit refund policy.



Metriq PRISM Laboratory

A research laboratory of Metriq Foundation, Inc.

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PUBLICATION CANDIDATE • LEGAL REVIEW REQUIRED

Business defaults consolidated. No counsel approval or signature is represented.

Issuer and research provider: Metriq Foundation, Inc., a Florida Not-for-Profit Corporation, acting through Metriq PRISM Laboratory. **Version:** LEG-02 / 1.2. **Effective date:** September 26, 2026. **Contact:** prism@metriq.org. These Terms supplement LEG-01 and apply when an authorized purchaser affirmatively accepts them for an identified order. A signed express amendment may vary an identified provision.

1. Meaning of a prepaid research service credit

A purchased PRISM Research Credit is a Prepaid Research Service Credit ("Prepaid Credit"). It is a prepayment for eligible PRISM research services for the purchasing organization, recorded as a noncash, nontransferable contractual service-use unit. Promotional bonus credits and grant allocations are separate and are not prepaid principal. In these Terms, "PRC" means the applicable research-service unit, including a Prepaid Credit when the unit was purchased. One PRC offsets USD \$1 of the PRISM service price specified in an accepted SOW, unless that SOW expressly states a different conversion. That conversion is solely a service-pricing and accounting convention: a PRC is not a claim to one U.S. dollar, not an independent appraisal of value, not the actual cost of producing research, and not a promise of scientific success.

PRCs are not gift cards or stored value. The parties intend and structure PRCs as organization-specific contractual rights to apply an approved research-service allowance, not as a card, certificate, bearer instrument, wallet, cash balance or consumer stored-value product. PRCs are recorded only in an authenticated PRISM service account; they are not represented by a transferable card or code that can be presented as payment. They cannot be sold, assigned, gifted, traded, transferred person-to-person, used at unrelated merchants, withdrawn from an ATM, exchanged for currency, or redeemed for cash on demand. PRISM does not hold a separate deposit of money for the PRC holder, and the holder does not own an independent pool of funds represented by the displayed PRC balance.

PRCs also are not MTRQ, cryptocurrency, securities, deposits, savings, a bank account, payment account, general-purpose prepaid account, payment instrument, cash equivalent or investment. They earn no interest, have no appreciation right, and give no ownership or governance right in PRISM, Metriq, or project intellectual property. They may be reserved and consumed only against an eligible SOW or other expressly authorized PRISM research-service use. A contractual refund of some or all of an unused paid package, where available under Section 8 or mandatory law, is a purchase-price remedy and **does not make PRCs cash-redeemable instruments**.

These contractual restrictions describe the intended product structure and actual permitted use. Legal classification depends on applicable law and facts, not the label "Prepaid Research Service Credit." PRISM will not market PRCs as gift cards, stored value, cash substitutes or general consumer payment products, and will not use expiration, fee or transfer terms that are unlawful for any classification that applicable law imposes.

2. Separate sources and states

A purchase may issue paid credits and separately identified promotional bonus credits. Grants and other research-support allocations are separately recorded and are not purchased principal. An organization may hold all of these at once; each lot keeps its origin, restrictions, award/order reference and applicable terms.

Available credits may be proposed for an eligible project. Reserved credits are committed to an approved project milestone but are not consumed. Consumed credits reflect earned services under the accepted SOW. Retired credits have been cancelled, refunded, lawfully expired or otherwise reconciled with an audit record. A correction must not silently overwrite previously consumed work. A balance appearing on an invitation or

conditional award may represent a provisional ceiling rather than spendable credits; the award record must say which.

3. Purchase offer and acceptance

Before payment, the order must identify the purchasing legal entity, authorized purchaser, order ID, currency, paid PRCs, bonus PRCs, undiscounted price, applied discount, final price, applicable taxes, any approved expense treatment, expiration policy, payment deadline and version of these Terms. The accepted record is retained and made available to the purchaser. Prices and bonuses are not fixed by a screenshot or an obsolete price list.

Organization-wide, user-specific and code discounts are applied only as authorized. Discounts do not stack: the highest valid eligible discount is used, with the selection preserved in the order. The discount changes the cash price, not the stated number of credits. PRISM rechecks eligibility before creating payment instructions. A later pricing change does not retroactively reprice an accepted and timely funded order.

Purchasing requires PRISM's capacity approval and does not itself accept a research scope, reserve a start date or promise an award. If no suitable scope can be agreed, the unused purchased package remains subject to the refund policy rather than becoming a forced purchase of unwanted work. An organization must not direct a third party to fund an order without identifying and obtaining approval for that payer.

4. Stripe bank transfer is the launch payment method

The standard launch method is bank transfer through Stripe using the funding instructions attached to the organization's authenticated purchase. Domestic wire or ACH funding may be offered as specified in those instructions. Cards and manual email-based offline purchasing are not enabled by these Terms. International transfers may be used only where expressly supported and approved for the order; do not assume a particular country, currency or refund route is supported.

Initiate the transfer through your own bank using the exact beneficiary, account, currency and reference displayed for the order. Your bank's fees are your responsibility unless stated otherwise. Disclosed taxes and expressly agreed charges must be shown before acceptance. Do not email a bank password, full statement or payment credentials to PRISM. Independently verify any purported change to funding instructions through the authenticated portal and a known contact; an unexpected email cannot change the agreed bank details.

5. When payment creates credits

Creating instructions, returning to a confirmation page, uploading a receipt or initiating a transfer does not create available purchased credits. PRISM credits the exact package only after its server validates the relevant Stripe payment object and confirmed successful payment against the expected organization, customer, order, currency and amount. Processing time depends on the banks and provider; no instantaneous or fixed settlement time is promised.

Partial funding leaves the order pending unless PRISM issues and you accept a revised order. Excess or unmatched funds are not additional PRCs, donations or earned fees. They remain separate from the research-credit ledger while PRISM coordinates their application to an authorized order or return through a verified process. Contact prism@metriq.org when funds do not match the order. A duplicate provider event never creates a second credit issuance.

If an unfunded order expires, obtain new instructions before paying. Funds received late must be reconciled, not confiscated. PRISM will not silently reduce the package, reprice a transfer after receipt or treat an unexplained overpayment as permission for another research project.

6. Using credits for research

An executed research agreement and SOW must identify the question chosen by the client, methods, deliverables, acceptance criteria, credit budget, permitted funding sources and any cash fees or approved expenses. An authorized person accepts that scope; PRISM confirms the activation conditions. Only then may eligible credits be reserved. Credits cannot be reserved twice for the same capacity.

Credits are consumed only for earned services under the SOW, including any expressly agreed, documented termination allocation. An unfavorable, inconclusive or infeasibility finding can satisfy a correctly performed research milestone; failure to follow the agreed method or deliver a required artifact cannot be excused simply because research is uncertain. Disputed work follows the contractual review procedure. A portal reservation alone is not an admission that a fee was earned.

No extra credit or cash charge may be imposed for PRISM's cost overrun, model usage, staffing problem or provider expense unless you first authorize a written prospective change. An AI runtime is not a billable human hour. PRISM's internal credit-allocation controls are not a customer payment method.

7. Validity and expiration

Standard validity for newly accepted v1.2 orders: purchased principal PRCs expire 18 calendar months after issuance; bonus/promotional PRCs expire 12 calendar months after issuance. Issuance means the recorded time the settled purchase is converted into an available service allocation, not the date an unpaid order or bank instruction is created. The order discloses these periods before acceptance; the issuance receipt and account show the exact expiration timestamps. Calendar months are added in UTC, retaining time of day and using the last valid day where the anniversary day does not exist.

A valid reservation made before expiration against a signed, activated SOW remains usable solely for that milestone through its agreed project term. Reservation is not consumption. A draft proposal, blanket hold, or unapproved extension cannot preserve credits indefinitely. If a valid reservation is released after the original expiration, the returned units receive at least 30 calendar days for approved reassignment, unless a longer original term, lawful extension or mandatory rule applies. PRISM will provide a reasonable extension or applicable Section 8 remedy where its own delay prevented agreed use; it will not manufacture expiration by refusing promised delivery capacity. A good-faith dispute affecting a reservation preserves the affected entitlement while it is resolved.

PRISM will send expiration reminders approximately 60, 30 and 7 days before an applicable expiration using the account contact, and will keep the exact date visible. Update that contact promptly. No dormancy, maintenance or inactivity fee applies. A new purchase does not silently restart or shorten other lots' dates. Extensions must be recorded in writing with authority and scope. Expiration does not by itself create a cash refund or extinguish a refund already owed.

Newly awarded grant credits have a standard 12-calendar-month use period beginning when the executed award becomes effective, subject to a different lawful deadline expressly stated in that award. A provisional organizational allocation is not an executed award and does not start that period. Administrative support follows its separately approved allocation terms; neither category inherits the purchased-credit deadline. A short invitation code is only an account-access mechanism. Its expiration does not terminate an executed award or

purchased balance. Old orders keep their accepted validity and refund rules; the September 26, 2026 effective date is not authority to backdate acceptance or impose expiration on an existing nonexpiring balance.

Mandatory-law override. These service periods apply only to the extent lawful for the actual transaction and product. If applicable gift-certificate, stored-value, consumer, unclaimed-property or other mandatory rules require longer validity, forbid expiration or require a return, those rules override these periods. A product label, organizational purchaser or nontransferability does not settle classification. PRISM will not forfeit a lot whose required legal treatment remains unresolved; it must record the applicable review and compliant policy before activating expiration.

8. Narrow refund policy and purchase-price reconciliation

Purchased PRCs are generally nonrefundable. There is no on-demand cash redemption or general right to cancel because priorities change, an employee leaves, research is negative/inconclusive, a desired result is not achieved, or the remaining validity period is inconvenient. Unused units are not automatically refundable merely because they have not been reserved. Properly earned fees are not refunded solely because the results lack the usefulness or commercial value hoped for.

The following narrow exceptions apply: (a) a refund required by applicable law; (b) correction of a duplicate, erroneous or unauthorized payment to the extent the facts and law require; (c) a cancellation PRISM expressly approves in writing before any package units have been reserved or consumed, or another specifically signed settlement; (d) PRISM discontinues the service or cannot provide the contracted or a mutually agreed suitable service; or (e) an uncured material nonconformity or unearned direct project prepayment for which the signed engagement requires a refund. An inability to agree a scope is not a general convenience-refund right; if PRISM cannot offer any reasonably suitable eligible service, exception (d) applies. Restoring service units is not a substitute for a cash return that is legally or contractually owed.

First reconcile valid earned work, properly authorized noncancelable expenses, outstanding reservations and any genuine disputed portion. Reservation alone is not earned revenue. Release unearned reservations; pay an undisputed refund without waiting for an unrelated disputed amount. Do not deduct lost future profit, foregone discounts, grant face value, internal overruns or unearned milestones. Do not introduce a new refund-processing fee.

Cash basis and linked bonuses. For a paid package, C is the actual discounted cash price received, excluding separately stated taxes; P is original purchased principal PRCs; B is the original linked bonus PRCs. Each unit consumed or committed to valid earned work carries cash basis $C / (P + B)$. For an approved cancellation of the whole residual package, the maximum cash return is C less that earned/valid continuing cash basis, earlier cash refunds, and separately agreed properly due noncancelable expenses not already counted. Cash returns cannot exceed actual cash received and not already returned. Round cumulative amounts to cents only after calculation, so repeated partial entries cannot increase the total refund.

An approved partial refund identifies the exact package units and uses the same original unit cash basis, retiring the corresponding entitlement and proportionate linked benefits so neither a refunded balance nor an equivalent free bonus remains usable. For a whole-residual cancellation, remove every remaining linked unit, whether available, released or already expired. A bonus that expired unused is not treated as performed work or as an additional cash deduction when a mandatory or service-failure refund is due. Grants, independent promotional allocations and administrative allocations have no standalone refundable cash value. This accounting does not create a right to redeem a bonus, grant or PRC for money; it reconciles the original purchase contract only.

Example: an approved refund event affects a USD \$47,500 package with 50,000 principal and 1,500 linked bonus PRCs. After 10,300 package units of conforming earned service and with no continuing obligations or earlier refunds, the whole-residual refund is USD \$38,000. This example explains the amount only; it does not add a convenience-refund entitlement.

PRISM initiates an undisputed owed refund within 30 calendar days after entitlement, amount and verified return details are established, or sooner where mandatory law requires. Use the original payer and Stripe's supported return process where available; where unavailable, use an independently verified lawful return route. A failed provider process does not extinguish the debt. Never substitute an unrelated payee on an unverified email instruction. Applicable tax adjustments are separately itemized.

9. Nonconforming work and service discontinuance

For an uncured material failure to perform an agreed service, the signed SOW and Master Agreement govern correction, reperformance, a proportionate fee reduction or the refund of the affected unearned/uncured paid amount. Negative, mixed, inconclusive, infeasibility or commercially unhelpful findings are not by themselves a failure of performance. The professional-performance obligation remains; missing agreed work, fabricated evidence or a materially unsupported claim is not excused by research uncertainty.

If PRISM discontinues eligible services or cannot perform its contracted obligations, it will reconcile and return the qualifying unearned paid amount under Section 8 rather than force expiration, a donation or purchase of unwanted work. Independent bonus, grant or administrative allocations do not become cash. These obligations survive account closure and do not depend on the research meeting the client's hoped-for result.

10. Reversals, fraud and errors

An actual payment reversal, duplicate issuance or substantiated account error may justify freezing the affected unspent lot while investigated. PRISM gives notice when lawful and practicable, records the basis and corrects errors with compensating entries. Unrelated organization balances are not automatically seized. PRISM will not charge twice for the same work or erase a good-faith dispute by editing history. Lawful claims for fraud or services already earned remain available.

11. Financial and legal limits

Credits and grant support are not charitable contribution receipts. No representation is made about tax deductibility, nonprofit tax exemption, accounting treatment or whether a legal classification applies merely because the unit is called a research credit. Unclaimed-property, consumer-protection and refund obligations apply where mandatory.

These Terms do not grant payment collection authority to another organization, allow resale, or create a money-transmission service. A transfer resulting from merger, reorganization or succession needs verification and PRISM's written agreement, subject to mandatory law. Disputes, notices and non-excludable rights follow LEG-01, without reducing any executed engagement's protections. Material changes apply prospectively; accepted orders keep their recorded terms unless both parties expressly agree otherwise.