

Terms of Service

Maniana Software (“**Company**,” “**us**,” “**our**,” or “**we**”), a corporation organized under the laws of Israel, owns and maintains this website (“**Site**”). These Terms of Service (“**Terms**”) govern your access to and use of the Site and services available thereon, including, without limitation, any informational material available from time to time (“**Services**”). Our Privacy Notice, available at <https://app.maniana.ai/privacy-policy.pdf> (“**Privacy Notice**”), governs our collection, processing, and transfer of any Personal Data (as such term is defined in the Privacy Notice). “**You**” means any user of the Site and/or Services, including individuals and entities.

Please read these Terms carefully. By visiting our Site, you agree to be bound by these Terms, as they may be amended from time to time. Your continued use of the Site following any update shall be deemed acceptance of any such amended or updated Terms.

1. Use of Services

- 1.1. Subject to these Terms, Company allows you to access and use the Site and Services on a non-exclusive basis for informational purposes.
- 1.2. Use of and access to the Site and/or Services are void where prohibited by law. You represent and warrant that: (a) your use of the Site and/or Services does not violate any applicable law, regulation, or obligation you may have to a third party; (b) you shall comply with all applicable laws, regulations, guidelines, and these Terms throughout your use of the Site and/or Services; and (c) you are 16 years of age or older and have the ability to form a binding contract.
- 1.3. To access our services, you are required to register. During the registration process, you must provide your email address and create a password, which will be used for future logins. Alternatively, you may register using your Google account. You will be requested to confirm your agreement to the Terms of Service and Privacy Policy before completing the registration.
- 1.4. The website offers a variety of features for you:
 - 1.4.1. The App Builder enables you to create and design new applications. You can describe what you wish to build, and our AI assistant will guide you through the process. The AI assistant operates as a chat interface, allowing you to provide input either by typing text or by submitting audio. Upon initiating your first conversation with our AI chatbot, you will enter our intuitive application builder. The workspace is organized around two core areas that work seamlessly together:

- i. **Live Preview:** Experience your application in real-time as it is being built. This interactive preview allows you to test functionality and see exactly how your users will experience the application once it is deployed.
- ii. **AI Chat Interface:** This is your direct line to our intelligent building assistant. Simply describe what you want to create, modify, or improve, and watch as your application evolves through natural conversation.

1.4.2. Storage for User Apps. We provide storage capabilities for applications created and managed on our platform ("**Platform**"). Users who create AI Apps on the Platform shall be referred to as "Developers." Each Developer is allocated a designated amount of storage space for their AI Apps, which may vary depending on the selected subscription plan. The storage provided is intended solely for the purpose of supporting the operation and functionality of the Developer's Apps within the Platform. Developers are responsible for ensuring that their use of storage complies with all applicable laws, regulations, and the Platform's terms of service. We reserve the right to impose reasonable limits on storage usage, including but not limited to maximum storage capacity per Developer or per AI App, in accordance with the features of the applicable subscription plan. We may, at our sole discretion, modify storage limits or introduce additional storage options, and will provide advance notice of any such changes in accordance with the Platform's standard notification procedures. Developers acknowledge and agree that we are not liable for any loss, corruption, or unauthorized access to data stored on the Platform, except as expressly provided in the Platform's Privacy Notice or as required by applicable law. Developers are encouraged to maintain backup copies of their data as appropriate. Continued use of the Platform constitutes acceptance of these storage terms.

1.4.3. Community.

Maniana offers an affiliate program under which eligible participants may earn a commission for referring paid subscription customers ("**Affiliate Program**"). The commission rate, duration and eligibility condition shall be published on the Site. Payment of commissions is subject to a minimum commission amount, which serves as a payment threshold. Maniana reserves the right to modify, suspend, or terminate the Affiliate Program or any of its terms at any time without prior notice.

1.4.4. Users of AI Apps. As described below.

1.5. Builders of AI Apps.

1.5.1. "AI Apps" shall mean any software application, digital tool, or solution generated on the Platform using the Services in response to user input,

utilizing artificial intelligence technologies, including but not limited to machine learning, natural language processing, or automated code generation.

1.5.2. Representations by Developers of AI Apps. The Developer represents and warrants that the AI App:

- i. does not infringe, misappropriate, or otherwise violate any intellectual property or proprietary rights of any third party;
- ii. all information, data, and content provided to the Platform or incorporated into the AI App is true, accurate, current, and complete;
- iii. will collect, process, store, and transmit user data in compliance with all applicable data protection and privacy laws and regulations, and that reasonable security measures have been implemented to protect such data from unauthorized access, disclosure, or misuse;
- iv. complies with all applicable local, state, national, and international laws, regulations, and industry standards;
- v. will not use, access, or disclose any user data for any purpose other than as expressly authorized by the user and in accordance with the Platform's terms and policies.

1.6. Users of AI Apps.

1.6.1. Selection of AI Apps by Users. You may select, access, and utilize AI Apps made available through our Platform, subject to the Terms and any additional requirements or restrictions imposed by us or the Developers of such AI Apps. You are solely responsible for reviewing and complying with all applicable terms, policies, and guidelines associated with each AI App you choose to use.

1.6.2. Payment for AI Apps. By selecting and utilizing any AI App through our Platform, the user agrees to pay all fees, charges, and costs associated with such AI App as detailed in the applicable AI App-specific section, including any recurring or usage-based charges. You acknowledge and accept responsibility for reviewing the pricing, billing terms, and payment obligations specific to each AI App prior to use. All payments shall be made in accordance with the payment methods and schedules specified by our Platform or the AI App Developer. Failure to pay any required amounts may result in suspension or termination of access to the relevant AI App and/or the Platform, at the sole discretion of the Platform.

1.6.3. Right to terminate the use at any time. You retain the right to discontinue or terminate your use of any AI App available through the Platform at any time, for any reason, by following the termination procedures specified by the Platform. Upon such termination, your access to the selected AI App will cease, and any ongoing or future obligations related to the use of that AI App, including payment obligations for services rendered up to the date of termination, shall remain enforceable. Termination of use does not entitle the

user to any refund of fees already paid unless expressly stated otherwise in the applicable AI App-specific terms.

- 1.7. Rights to Manage and Remove AI Apps. We reserve the right, at our sole discretion and at any time, to prohibit, restrict, suspend, or delete any AI App from the Platform, with or without notice, for any reason, including but not limited to: (a) violation of any applicable law or regulation; (b) infringement or alleged infringement of third-party intellectual property or other rights; (c) failure to provide an adequate or accurate description of the App; (d) receipt of user complaints or evidence of negative user impact; (e) determination that the AI App is harmful to the Platform, its services, or its users; or (f) violation of the Terms. The Platform shall have no liability to the Developer or any third party for any such action.
- 1.8. Payment for AI Apps. All payments for access to or use of AI Apps available through our Platform shall be processed through one or more third-party payment service providers (“PSPs”) as designated by us. By making a payment, you agree to comply with the terms and conditions of the applicable PSP. You acknowledge and agree that the PSP may require you to provide additional information, including but not limited to personal identification, billing address, or other documentation, in order to process payments, verify identity, or comply with applicable laws and regulations. Failure to provide such information upon request may result in the inability to complete the payment transaction. We shall not be liable for any actions or omissions of the PSP, and all payment-related disputes shall be resolved directly with the PSP, unless otherwise specified in the applicable terms.
- 1.9. Fees. We shall be entitled to collect fees in connection with any purchase of AI Apps made through the Platform. Such fees may include, without limitation, transaction fees, service fees, or commissions, as determined by us in our sole discretion and as disclosed to you at the time of the transaction. You acknowledge and agree that all applicable fees are due and payable at the time of purchase or as otherwise specified by us. We reserve the right to modify our fee structure at any time, provided that any changes to fees will be communicated to you in advance in accordance with our Platform’s standard notification procedures. All fees collected by us are non-refundable except as expressly provided in the Platform’s refund policy or as required by applicable law.
- 1.10. Subscription Fees. We offer various subscription plans for access to our AI App builder, including but not limited to the Starter, Builder, Pro, and Manianaer Plans. Each subscription plan provides a specific set of features, monthly message credits, and execution credits. You acknowledge and agree that subscription fees are due and payable in advance at the start of each subscription period, unless otherwise specified by us. Subscription fees are non-refundable except as expressly required by applicable law. We reserve the right to modify,

update, or discontinue any subscription plan, including the features, credits, and pricing, at any time in our sole discretion. Any changes to subscription fees or plan features will be communicated to users in advance in accordance with the Terms. Continued use of the Platform after such changes constitutes acceptance of the modified terms.

2. Content

- 2.1. Certain types of content may be made available through the Services. "**Content**" as used in these Terms means, collectively, all content on or made available through the Services, including content uploaded by other users, content related to the AI Apps (as defined herein), and any text, images, photos, pictures, videos, or articles, and any modifications or derivatives of the foregoing.
- 2.2. COMPANY DOES NOT ENDORSE ANY CONTENT OR ANY OPINION, RECOMMENDATION, OR ADVICE EXPRESSED IN ANY CONTENT AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTENT. COMPANY DISCLAIMS ALL LIABILITY, REGARDLESS OF THE FORM OF ACTION, FOR ANY CONTENT, ACTS OR OMISSIONS OF ANY AND ALL USERS (INCLUDING UNAUTHORIZED USERS) THAT ARE NOT SOLELY DUE TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICES OR OTHERWISE.

3. User Content and Restrictions.

- 3.1. Through the Site, you may be able to submit certain content, such as information related to AI Apps or content forms, feedback, or application submissions, referred to herein as "**User Content**".
- 3.2. You are and shall remain at all times fully and solely responsible for any User Content that you provide. You represent and warrant that any User Content that you upload (i) complies with applicable law; (ii) does not infringe or violate any third-party intellectual property rights, privacy or publicity rights, or moral or other rights; and (iii) that you have all necessary rights, licenses, consents, and authorities required under applicable law to submit such User Content.
- 3.3. Without limiting the foregoing, you agree that you will not transmit, submit or upload any User Content that (i) violates the legal rights of others; (ii) infringes the intellectual property, moral, publicity, privacy, or other rights of any third party; (iii) is (or you reasonably believe or should reasonably believe to be) in furtherance of any illegal, counterfeiting, fraudulent, pirating, unauthorized, or violent activity; (iv) does not comply with all applicable laws, rules and

regulations; and/or (v) contains any virus, worm, trojan horse, or other harmful or disruptive component.

4. **Use Restrictions.** You may not do or attempt to do or facilitate a third party in doing any of the following: (1) decipher, decompile, disassemble, or reverse-engineer any of the software and/or code, if and as applicable, used to provide the Site or Services without our prior written authorization, including framing or mirroring any part of the Site or Services; (2) circumvent, disable, or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; (3) use the Site or Services or Content thereon in connection with any commercial endeavors in any manner, except for the purposes specifically set forth in these Terms; (4) use any robot, spider, site search or retrieval application, or any other manual or automatic device or process to retrieve, index, data-mine, or in any way reproduce or circumvent the navigational structure or presentation of the Site or Services; (5) use the Site or Services or Content thereon in any manner not permitted by these Terms or applicable law.

5. Intellectual Property.

- 5.1. Company or its licensors, as the case may be, have all right, title, and interest in the Site, Services, and any Content thereon, including its overall appearance, text, graphics, graphic design, videos, demos, interfaces, and underlying source files, and all worldwide intellectual property rights, the trademarks, service marks, and logos contained therein, whether registered or unregistered. Except as expressly permitted herein, you may not copy, further develop, reproduce, republish, modify, alter, download, post, broadcast, transmit, or otherwise use the Content of the Site and/or Services for any purpose. You will not remove, alter, or conceal any copyright, trademark, service mark, or other proprietary rights notices incorporated in the Site and/or Services, if any. All trademarks are trademarks or registered trademarks of their respective owners. Nothing in these Terms should be construed as granting you any right to use any trademark, service mark, logo, or trade name of Company or any third party. If you provide Company with any feedback regarding any Content on the Site and/or Services, Company may use all such feedback without restriction and shall not be subject to any non-disclosure or non-use obligations in respect of such feedback.
- 5.2. You retain all right, title, and interest in the User Content you submit. By submitting any User Content, you grant Company and its successors and assignees a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license under any of your intellectual property, moral, or privacy rights to use, copy, display, perform, distribute, and otherwise utilize such User Content on, through, or in connection with the Site and Services, including for the purposes of providing the Services, facilitating transactions (including application purchases), responding to your inquiries, contacting you, or for marketing purposes.

5.3. IP Ownership and License for AI Apps. All intellectual property rights, including but not limited to copyrights, trademarks, and any other proprietary rights, in and to the AI Apps created by Developers on the Maniana platform shall remain the exclusive property of the respective Developer. By creating and publishing an AI App on the Maniana platform, the Developer grants Maniana a perpetual, revocable, and non-transferable license to use, display, publish, and promote the AI App as necessary for the operation, marketing, and provision of the Site and Services. This license is limited to the extent required for Maniana to fulfill its obligations and to enable the functionality of the Platform, including but not limited to showcasing the AI App in directories, search results, promotional materials, and other features of the Site and Services. The Developer retains the right to revoke this license at any time by providing written notice to Maniana, subject to any reasonable period required for Maniana to remove the AI App from active use or promotion. Upon revocation, Maniana will cease all use, display, publication, and promotion of the AI App, except as may be required to comply with legal obligations or to maintain records for administrative purposes. Nothing in this clause shall be construed to transfer ownership of any intellectual property rights from the Developer to Maniana. Maniana's use of the AI App under this license does not grant Maniana any rights to modify, sublicense, or otherwise exploit the AI App beyond the scope expressly set forth herein.

6. Disclaimers and Disclaimer of Warranty

- 6.1. All information and Content posted on the Site is for informational purposes only, and Company provides no guarantees with respect thereto. Your use of the Site and/or Services, including any AI Apps built, purchased, or used through the Platform, is at your sole discretion and risk. The Services, Content thereon, and all AI Apps are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind. We do not represent or warrant that the Services or AI Apps will be of good quality, suitable for your needs, or free from errors or defects. Maniana is not responsible for the actions or content of AI App Builders or purchasers, and does not guarantee the accuracy, reliability, or legality of any AI Apps or User Content. The use of AI Apps involves inherent risks, including but not limited to inaccuracies, errors, or unintended outputs. You acknowledge and accept these risks and agree that Maniana shall not be liable for any damages or losses resulting from your use of any AI Apps.
- 6.2. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THE SITE AND/OR SERVICES OR ANY CONTENT THEREON, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF PROPRIETARY RIGHTS, COURSE OF DEALING, OR COURSE OF PERFORMANCE. WE DISCLAIM ANY

WARRANTIES, EXPRESS OR IMPLIED, (I) REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE AND/OR SERVICES; (II) THAT THE SITE OR SERVICES WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) REGARDING THE ACCURACY, QUALITY, CURRENCY, COMPLETENESS, OR USEFULNESS OF ANY CONTENT OR INFORMATION PROVIDED ON THE SITE AND/OR SERVICES.

- 6.3. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms. If you choose to rely on such information, you do so solely at your own risk. Some states or jurisdictions do not allow the exclusion of certain warranties. Accordingly, some of the above exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

7. Limitation of Liability

- 7.1. Without derogating from any of the foregoing, we assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, any Content, Site, or Services. We are not responsible for any problems or technical malfunction or failure of any telephone network or lines, computer online systems or equipment, servers or providers, software, failure due to technical problems or traffic congestion on the Internet or on the Services. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death and any injury or damage to any person's property, including mobile device or computer, resulting from the conduct of any users of the Site or Services, whether online or offline. In addition, we assume no responsibility for any incorrect data, including Personal Data, provided by you or on your behalf, and you hereby represent and warrant that you are solely responsible for any and all data provided to Company, including any incorrect data, and you shall assume any and all liability for any consequences of provision of such incorrect data to us.
- 7.2. IN NO EVENT SHALL COMPANY, ITS AFFILIATES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, ASSIGNEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES, THE PLATFORM, ANY AI APPS, OR PAYMENT PROCESSING, INCLUDING BUT NOT LIMITED TO THE QUALITY, ACCURACY, OR UTILITY OF THE INFORMATION OR APPLICATIONS PROVIDED AS PART OF OR THROUGH THE SERVICES, WHETHER THE DAMAGES ARE FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION, AND IN NO EVENT SHALL OUR MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED THE AMOUNT YOU PAID TO COMPANY IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

8. **Indemnification.** You agree to indemnify, defend, and hold harmless Company, its affiliates, and its/their respective employees, directors, officers, subcontractors, and agents, against any and all claims, damages, costs, losses, liabilities, or expenses (including reasonable court costs and attorneys' fees) that arise directly or indirectly from: (a) your breach of these Terms or the breach by anyone using your computer and/or mobile device; (b) any claim, loss, or damage experienced from your use or attempted use of (or inability to use) the Site or Services; (c) your violation of any law or regulation relating to the Site or Services; or (d) your infringement of any right of any third party. In addition to the general indemnification obligations set forth above, Developers agree to specifically indemnify, defend, and hold us and our affiliates harmless from and against any and all claims, damages, losses, liabilities, costs, or expenses (including reasonable court costs and attorneys' fees) arising out of or related to: (1) the upload, submission, display, publication, promotion, or use of any AI App you develop or provide on or through the Site or Services; (2) any actual or alleged infringement, misappropriation, or violation of any intellectual property right, proprietary right, or privacy right of any third party by your AI App or any content, data, or materials included in or used by your AI App; (3) any failure by you to obtain all necessary rights, licenses, consents, or permissions for the use of any third-party content or technology incorporated into your AI App; (4) any claim that the AI App, or the use, display, or promotion thereof by us or the users, violates any applicable law, regulation, or the rights of any person or entity; or (5) any breach by you of any representation, warranty, or obligation relating to your AI App as set forth in these Terms.
9. This specific indemnification obligation is in addition to, and not in limitation of, your general indemnification obligations under these Terms. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with Company in the defense of such claims.
10. **Miscellaneous.** These Terms shall be governed solely by the laws of the State of Israel, and the competent courts of Tel Aviv-Jaffa shall have exclusive jurisdiction to hear any disputes arising hereunder. In the event that any provision of these Terms is held to be unenforceable, such provision shall be replaced with an enforceable provision that most closely achieves the effect of the original provision, and the remaining terms of these Terms shall remain in full force and effect. Nothing in these Terms creates any agency, employment, joint venture, or partnership relationship between you and the Company or enables you to act on behalf of the Company.

Except as may be expressly stated in these Terms, these Terms constitute the entire agreement between us and you pertaining to the subject matter hereof, and any and all other agreements existing between us and you relating thereto are hereby canceled. We may assign and/or transfer our rights and obligations hereunder to any third party without prior notice. You shall not assign and/or transfer any of your rights or obligations hereunder, and any assignment in violation of the foregoing shall be void. No waiver of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If we are required to provide notice to you hereunder, we may provide such notice to the contact details you provided when contacting us.

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