

## Terms of Use – Menty

**Updated:** 06-04-2025

Thank you for using Menty!

These Terms of Use ("Terms") govern your use of the Menty mobile application and related services ("Services"). Menty provides AI-powered coaching through conversational interfaces, personal challenges, and personal insights. By accessing or using the Services, you agree to be bound by these Terms. If you do not agree, please do not use the Services.

### 1. Who We Are

Menty is developed and provided by Menty B.V., based in The Netherlands. Menty aims to make goal-based personal coaching accessible through artificial intelligence.

### 2. Eligibility and Registration

- **Minimum Age:** You must be at least 16 years old to use the Services. Menty is not available to individuals under the age of 16, and we do not knowingly collect personal data from anyone under this age.
- **Account Registration:** You agree to provide accurate, current, and complete information when registering and to keep your login credentials secure.

### 3. Use of Services

#### What You Can Do

You may access and use Menty for personal, non-commercial purposes, provided you comply with these Terms and applicable laws.

#### What You Cannot Do

You agree not to:

- Use the Services for unlawful or harmful purposes.
- Infringe, misappropriate, or violate intellectual property or privacy rights.
- Reverse engineer, decompile, or attempt to extract the source code or AI models.

- Use automated systems to extract or scrape content.
- Present AI-generated responses as human-created.
- Disrupt or interfere with the functionality or integrity of the Services.

#### 4. Content

- **Your Content:** You may provide input to the Services ("Input") and receive responses ("Output"). You retain ownership of your Input and, to the extent allowed by law, also own the Output.
- **Menty's Use of Content:** You grant Menty a global license to use your Content to provide, maintain, and improve the Services, enforce policies, and comply with legal obligations.
- **Accuracy of Output:** Menty's responses are generated by AI and may not always be accurate, reliable, or appropriate. Do not rely solely on the Output for decisions with legal, medical, financial, or personal consequences.

#### 5. Privacy

Your data is handled in accordance with our Privacy Policy. By using Menty, you consent to the collection and use of your information as outlined there.

#### 6. Intellectual Property

All rights, title, and interest in the Services (including software, content, branding) are owned by Menty or its licensors. You are granted a limited, non-exclusive, non-transferable license to use the Services.

#### 7. Subscription and Billing (if applicable)

- **Paid Features:** Certain features may be accessible only through a paid subscription.
- **Billing:** Fees, billing terms, and refund policies will be clearly communicated at the point of purchase.
- **Cancellation:** You can cancel your subscription via your app store settings or account page.

- **Cooling-Off Period:** If you are a consumer based in the EEA, you have the right to cancel your subscription within 14 days from the start of the paid subscription period and receive a pro-rated refund. This right does not apply to the free trial period, unless you explicitly convert to paid access before the trial ends.

## 8. Suspension and Termination

We reserve the right to suspend or terminate your access to the Services if:

- You breach these Terms or applicable laws.
- Your use poses risk or harm to us, other users, or the public.
- Your account remains inactive for more than 12 months without a paid subscription.

We will notify you where reasonably possible and allow you to export your data, unless legally restricted.

## 9. Disclaimers and Limitation of Liability

- The Services are provided "as is" and "as available."
- Menty disclaims all warranties to the extent permitted by law.
- Menty is not liable for indirect, incidental, or consequential damages.
- In the event of insolvency, bankruptcy, or permanent discontinuation of the Services, Menty may not be able to offer refunds for any remaining subscription periods. For subscriptions managed through third-party platforms (e.g. app stores), refund requests must be submitted to those platforms, subject to their terms.
- Nothing in these Terms excludes any liability that cannot be excluded under applicable law.

## 10. Changes to the Terms

We may update these Terms periodically. Material changes will be notified at least 30 days in advance. Continued use after changes constitutes acceptance.

## 11. Governing Law and Dispute Resolution

- These Terms are governed by and construed in accordance with the laws of the Netherlands, without regard to conflict of law principles.
- If you are a consumer residing in the EEA, the UK, or Switzerland, you also benefit from any mandatory provisions of the law of your country of residence.
- Any disputes arising out of or relating to these Terms shall be resolved by the competent courts of Amsterdam, the Netherlands, unless otherwise required by applicable mandatory law.
- EEA consumers may also use the European Commission's Online Dispute Resolution platform: <https://ec.europa.eu/consumers/odr>

## **12. Contact**

For questions or complaints, please contact:

support@menty.ai