

Terms of Service

MaviBot L.L.C-FZ

Company Address: Meydan Grandstand, 6th floor,
Meydan Road, Nad Al Sheba, Dubai, U.A.E.

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1. General

This document outlines the Terms of Service for using MaviBot.ai. These terms apply to all users, clients, and visitors of the MaviBot.ai website ("Website"). Website usage may be suspended or terminated in the event of a violation of these terms by any user, or if there is reasonable belief that a user has violated the rules and conditions of use.

By clicking "I agree to the Terms of Service" or a similar button, you acknowledge that you have read, understood, and agree to be bound by the Terms of Service in their entirety without exception.

These Terms of Service apply to all users, including, without limitation, browsers, vendors, customers, merchants, consumers, content contributors, business owners, and agencies.

The Terms of Service are effective as of the date you first click "I agree" (or a similar button or checkbox) or use or access the website, whichever is earlier.

If you accept or agree to these Terms of Service on behalf of your employer or another legal entity, you represent and warrant that:

- (a) you have full legal authority to bind your employer or such entity to these Terms of Service;
- (b) you have read and understand these Terms of Service; and
- (c) you agree to these Terms of Service on behalf of the party that you represent.

In such an event, "you" and "your" will refer and apply to your employer or such other entity.

You shall not be permitted to violate or attempt to violate the applicable procedures and regulations. These conditions include but are not limited to the following:

1. Accessing data that is not intended for you, or logging into a server or account that you are not authorized to access;
2. Attempting to interfere with the provided service, host, or network, including, but not limited to, by placing a virus, overloading it, flooding it with electronic messages (e.g., a denial-of-service attack), or destroying it;
3. Creating cybersecurity threats or attempting to create such threats for any purpose, including fraudulently obtaining the personal data of any user.

It should be read together with the following documents:

- Terms of Service (<https://mavibot.ai/privacy>)
- Affiliate Agreement (https://mavibot.ai/ooo_offer_mavi.pdf)

2. Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to use the Service. By using MaviBot, you confirm that you meet these requirements

3. User Registration

To use the Service, a User must complete the registration process to create a unique account. A User must be at least 18 years of age, or the age of majority in their jurisdiction (whichever is higher), to register independently and use the Services. If a User has not reached the specified age, the Services may only be used with the prior consent of a parent or legal guardian and under their supervision, as required by applicable law.

User registration for the Services is voluntary. To provide certain Services, the Administration may request additional information necessary to fulfill our obligations under the applicable agreement.

When registering, the User must provide accurate and up-to-date information. The User consents to the processing of their personal data by the Administration for the purpose of providing services under the applicable agreement. The consent to personal data processing is published on the homepage of the website.

4. Description of Service

MaviBot provides automated tools and features to support sales, lead management, and customer communication. We may update, improve, or modify the Service at any time.

5. User Responsibilities

By using the Service, you agree to:

- Provide accurate and complete information when creating an account.
- Use the Service only for lawful business purposes.
- Not misuse or attempt to interfere with the proper functioning of the Service.
- Comply with all applicable laws and regulations in your jurisdiction.

6. User-Generated Content

You retain ownership of any content you create or submit through the Service ("User Content").

By submitting User Content, you grant MaviBot a worldwide, royalty-free, non-exclusive license to use, store, modify, and display such content as necessary to provide the Service.

You are responsible for ensuring that your User Content does not violate any laws, infringe intellectual property rights, or contain harmful or illegal material.

Prohibited Content and Activities

Users are strictly prohibited from posting, sharing, or distributing content or engaging in activities that:

- 1) Illegal Content
 - Infringe intellectual property rights, including copyrights, trademarks, or patents.
 - Share pirated material (movies, music, software, etc.) without permission.
 - Violate any applicable local or international laws.

- 2) Violence and Harm
 - Promote violence, terrorism, or extremist activities.
 - Threaten or encourage physical harm to others.
 - Share instructions for creating weapons, explosives, or illegal substances.
- 3) Hate and Discrimination
 - Promote racism, sexism, homophobia, or other forms of discrimination.
 - Spread hate speech or incite hostility against individuals or groups based on race, gender, religion, nationality, sexual orientation, or other protected characteristics.
- 4) Obscene or Sexual Content
 - Share pornography or sexually explicit content, including content involving minors.
 - Engage in sexual exploitation, harassment, or revenge porn.
- 5) Fraud and Illegal Commerce
 - Engage in phishing, identity theft, scams, or distribution of malware.
 - Sell or promote illegal goods or services (drugs, weapons, counterfeit documents, etc.).
 - Attempt to defraud or deceive other users.
- 6) Privacy Violations
 - Share personal or confidential information of others without consent.
 - Collect data for stalking, harassment, or other unauthorized purposes.
- 7) Spam and Service Disruption
 - Send unsolicited messages or unauthorized advertising.
 - Perform actions that disrupt the service or overload its systems.
 - Violation of these rules may result in suspension or termination of your account, as well as legal action if required by law.

7. Prohibited Uses

You may not:

- Reverse-engineer, copy, or redistribute the Service.
- Use the Service for spam, fraud, or misleading sales practices.
- Collect or store personal data of others without proper authorization.
- Engage in any activity that could damage or impair the Service.

8. Accounts and Security

You are responsible for maintaining the confidentiality of your account credentials and all activities under your account.

You must notify us immediately upon becoming aware of any unauthorized access to or use of your account.

You agree that your login and password (and verification code when using two-factor authentication) to your account are restricted information.

You agree that you must not transfer your login and password, and the verification code (when using two-factor authentication) must not be transferred to third parties¹.

¹ *Third parties are those users who are not the account owners.*

Upon termination of your subscription, user data will be stored for the periods outlined below, after which it will be permanently deleted or anonymized:

- Message Content: Text-based messages exceeding 800 characters in length will be deleted after 3 months.
- Correspondence Records: All correspondence metadata and records will be stored for a minimum of 2 months and a maximum of 6 months.
- Client Information: All client data and related information will be stored for up to 12 months.

- Files: Files shared within correspondence will be stored for no more than 6 months. However, if the User purchases additional file storage space pursuant to a paid tariff plan, such files will be stored indefinitely for the duration of the active paid subscription.

9. Fees, Subscriptions, and Refunds

1) Service Plans. MaviBot offers a free plan and two paid subscription plans ("Paid Plans"). The specific features, functionality, and pricing for each plan are detailed on the official MaviBot website.

2) Nature of Service.

MaviBot is primarily a paid service. Access to certain advanced features requires a Paid Plan.

3) Payment Authorization. By selecting a Paid Plan, you agree to:

- (a) provide accurate and complete payment information; and
- (b) pay the applicable fees for the chosen service tier at the established rates.

4) Price Changes.

We reserve the right to change our prices at any time. We will provide you with prior notice of any price changes. Price changes will not affect subscriptions for which payment has already been received.

5) Official Payment Channel.

MaviBot does not authorize any third parties or intermediaries to collect payments on its behalf. All payments for the Services must be made exclusively through the official payment channels provided on the MaviBot website.

6) Warning Regarding Unauthorized Solicitations.

Any communication from individuals or entities requesting payment via personal bank transfers, cryptocurrency wallets, gift cards, or any other method not officially integrated into the MaviBot website is unauthorized and fraudulent. MaviBot is not responsible for any losses incurred as a result of payments made to such third parties.

7) Your Responsibility.

You are solely responsible for ensuring that payments are made only through the official MaviBot website.

8) Billing Cycle.

Subscription fees are paid in advance on a recurring basis (e.g., monthly, annually) for the chosen subscription period.

9) Subscription Term.

Your subscription will remain active for the duration of the pre-paid period. Access to the paid features of the Service will continue uninterrupted for this term, provided your account is in good standing.

10) Refund Policy for Subscription Fees.

All subscription fees are prepaid and non-refundable, except as required by applicable law or as expressly stated in this policy.

If you cancel your subscription and terminate your account, you may be eligible for a refund for the unused portion of your current prepaid subscription period. The refund will be calculated on a pro-rata basis from the date of cancellation.

As long as you do not request a refund, it is assumed that you continue to use MaviBot and remain its user.

If your subscription ends and you have not requested a refund of the unused balance, it will be considered that you have used MaviBot throughout the entire paid subscription period.

10. Message limits

1) A message is an ordered sequence of data or symbols transmitted from one component, program, or user to another.

2) The following are included in message statistics calculations:

- all messages sent by any type of block within the bot workflow (including empty messages containing `#{none}`);
- requests sent to third-party services (messengers, chats, payment services, etc.);
- as well as requests generated by API functions, including incoming requests.

3) One AI Assistant message is considered equivalent to 10 (ten) messages, as specified in paragraphs 1–2 of the “Message Limits” section.

11. Intellectual Property

All rights, titles, and interests in the Service (including software, content, and trademarks) remain with MaviBot and its licensors. You are granted a limited, non-exclusive, non-transferable license to use the Service in accordance with these Terms.

12. Data Usage and Privacy

We may collect and process data as described in our Privacy Policy. You consent to our use of anonymized or aggregated data to improve and develop the Service.

MaviBot will not sell your personal data to third parties.

You agree not to transfer or sell your clients' personal data without the appropriate consent of your clients.

13. Disclaimers on Sales Outcomes

MaviBot provides tools and automation to assist in sales, but we do not guarantee specific results, leads, or revenue.

You understand and agree that outcomes depend on multiple factors including your strategy, market conditions, and compliance with laws.

The MaviBot Service is provided to Users in accordance with the international principle "as is".

The User confirms the fact of familiarization with the functional capabilities and features of the MaviBot Program, the fact of familiarization with the documentation on the official MaviBot website and accepts the MaviBot Service with those functional capabilities and in the state in which the Service operates on a daily basis. The Administration does not guarantee uninterrupted or error-free operation of the Service.

14. Limitation of Liability

To the fullest extent permitted by law, MaviBot is not liable for any direct, indirect, incidental, special, or consequential damages arising from your use of the Service, including lost profits, data loss, or business interruption.

15. Indemnification

You agree to indemnify and hold harmless Mavibot, its affiliates, employees, and agents from any claims, damages, or expenses arising from your violation of these Terms, your use of the Service, or your User Content.

16. Termination

We may suspend or terminate your account if you violate these Terms or use the Service in a way that may cause harm. Upon termination, your right to use the Service will immediately cease.

17. Governing Law and Dispute Resolution

These Terms are governed by the laws of the United Arab Emirates. Any disputes shall be resolved in the courts of the Emirate of Dubai.

18. Electronic Transactions

Electronic agreements and transactions with Mavibot are legally binding and valid under the UAE law.

19. Changes to Terms

We may update these Terms from time to time. Your continued use of the Service after changes constitutes acceptance of the updated Terms.

20. Contacts

For questions regarding these Terms, please contact us:

- 1) email: info@mavibot.ai

21. Terms and definitions

- 1) **Website, Site, Resources and Services (Services)** is a website, as well as resources and services located on them, belonging to the Administration, placed on the Internet at the following addresses: www.mavibot.ai
- 2) **Administration of Services (Administration)** is the MaviBot L.L.C-FZ develops the "Mavibot" software and uses it to provide services. Company Address: Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, U.A.E.
- 3) **User/Visitor** are persons (legal entities, agencies, MaviBot's clients, entrepreneurs, business owners, etc.) who directly access (use the Services for commercial purposes in any way, including by visiting) the Services via the Internet or in any other way, and who are legally capable of accepting the Agreement.
- 4) **Authentication data** is a unique login and password of the User of the Services, used to access the Personal Account from the Internet or access the relevant sections of the Services, providing the opportunity to use them.
- 5) **Personal Account** is a personalized section of the Mavibot.ai website, closed to public access, through which the User and the Administration exchange legally and technically significant information regarding the execution of concluded agreements. Access to the Personal Account is carried out by entering authentication data on the login page - login (user's e-mail) and password (access code).
- 6) **The account owner** is the person responsible for using the account in accordance with the service rules. By default, the account owner is the person who registered it.
- 7) **Personal data** is any information directly or indirectly related to a specific person, including full name, passport data, contact information (phone, email, address), financial and medical information, biometric data (photos, fingerprints) and information about the place of work or study. It is important to understand that even data such as an IP address or cookies can become personal if they allow you to identify a person.
- 8) A **"message"** is an ordered sequence of data or symbols transmitted from one component, program, or user to another.