

Mana Digital

1 General terms and conditions

ManaDigital AI Agents are applications developed by ManaDigital B.V. (also referred to as: "we" or "us"). ManaDigital B.V. was established to support you with digital marketing consultancy and AI Agents to provide:

- efficiency and time savings for (digital) marketing functions
- effective online marketing

You can and may use the ManaDigital applications only after you have accepted these terms of use.

2 About these terms of use

In these terms of use, we explain to you what you need to consider as a user of the ManaDigital applications. This document sets out the terms and conditions applicable to the use of the ManaDigital applications and the underlying system.

By accepting these terms, an agreement is established between you and ManaDigital B.V. consisting of these terms of use. If you accept these terms on behalf of a legal entity, you warrant that you are authorised to do so.

By accepting these terms, you declare that you have fully read, understood and hereby accept the text.

3 Large Language Models

Some of the ManaDigital applications use external LLMs (large language models) and webscraping tools for research.

4 Your data

You are and remain the owner of your own data. We only use the data you provide to us through the ManaDigital applications to offer and optimise our services.

5 Rules of conduct

When using the ManaDigital applications, you are not permitted, in any way:

- to pretend to be someone other than who you actually are;

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- to use the ManaDigital applications in a manner, or to upload data in the ManaDigital applications, which violate(s) laws and regulations, public order and/or morality;
- to use the ManaDigital applications for purposes other than those for which it is intended;
- to develop, support or apply automated data collection programmes, extraction programmes, copy tools, spiders, robots or other similar software and or resources without the ManaDigital applications itself providing the desired functionality, unless we have given you express written consent to do so;
- to circumvent usage restrictions, security functionality or security measures in the ManaDigital applications;
- to spread so-called viruses, worms or other harmful content through the ManaDigital applications and/or directly to other users of the ManaDigital applications;
- to disrupt or compromise the operation and/or stability of the ManaDigital applications (e.g. through spam, denial of service attacks, etc.).

We are free to determine at our sole discretion whether your use of the ManaDigital applications violates these terms of use. If, in our judgment, you do not comply with these terms of use, we have the right to (temporarily) deny you access to and use of the ManaDigital applications, for example by deleting your account.

6 Confidentiality

Your login details are limited to the natural person or legal entity with whom this agreement is entered into. You are not permitted to provide these details to third parties, or otherwise provide third parties with access to the ManaDigital applications, unless you do so by using any specifically intended functionality in the ManaDigital applications.

7 Intellectual property rights

All software, information, images and other data of and in the ManaDigital applications are owned by or otherwise belong to us, except for the output generated by our applications, which will belong to the user. It is not permitted to copy, disclose, edit or distribute our software, information, visual material, or other data, outside the output generated, without the permission of the copyright holder.

You are the owner of the output data such as linkedin posts, website blogs and visual descriptions.. You are the only one who can share these data with on your social media, websites and with partners or other service providers (see also Article 2.1).

If you, as a user, upload documents, images and/or other data into the ManaDigital applications, we may use them to provide and optimise our services.

8 Availability, operation and termination of the ManaDigital applications

The ManaDigital applications have been designed with the utmost care. We are committed to keeping the ManaDigital applications technologically up-to-date and evolving. Nevertheless, we cannot guarantee that the ManaDigital applications will function without error or interruption.

We offer the ManaDigital applications "as is" and "as available". Therefore, by accepting these terms of use, you expressly agree that the ManaDigital applications may not function without error and/or may be (temporarily, permanently, partially and/or completely) unavailable.

We have the right to terminate the availability of the ManaDigital applications at any time.

During the term of this agreement, you can download your data from the ManaDigital applications based on the functionality available for this purpose. At the end of the term of this agreement, we will delete your data. However, we may retain an anonymised version of your data for optimisation purposes.

9 Subcontracting

We use subcontractors for the performance of this agreement. As a result, your data can be stored at locations of our subcontractors.

10 Liability

We shall not be liable for any loss suffered by you in connection with the use of the ManaDigital applications or otherwise arising in connection with the performance of this agreement.

Should we, for whatever reason, nonetheless be liable for loss arising in connection with the use of the ManaDigital applications or this agreement, the amount of our liability will at all times be limited to the amount you have paid to us for the use of the ManaDigital applications in the previous twelve months.

In addition, all forms of indirect loss are at all times excluded from compensation, which must in any case include loss of income, missed savings, loss of data, lost profit and costs that are not directly related to the use of the ManaDigital applications.

11 Amendment of these terms of use

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We have the right to unilaterally amend these terms of use at any time. In the event of changes to these terms of use, we will inform you accordingly.

If you disagree with a change in the terms of use, you may decide to terminate your use of the ManaDigital applications.

12 Termination of the terms of use

Either you or we may terminate these terms of use in writing by the first day of any month, giving at least 1 (one) month's notice. You are no longer allowed to use the ManaDigital applications from the moment the agreement ends.

If you notify us that you wish to terminate this agreement with ManaDigital, you authorise us also to terminate potential external service provider contracts.

Provisions which by their nature are intended to continue to have effect after the end of these terms of use retain their effect.

When the required subscription fees are not paid completely, ManaDigital reserves the right to terminate access to our applications.

13 Applicable law and choice of forum

These terms of use are governed by Dutch law. Any dispute with us, our officers, directors, employees, agents or affiliates, arising out of or in connection with these terms of use, will be resolved exclusively by the courts in the Netherlands.

14 Support

Questions and/or requests regarding the ManaDigital applications should be directed to ManaDigital at info@manadigital.nl. ManaDigital aims to respond to every customer query/request within one working day.

15 Other

If any part of these terms of use are declared illegal, invalid or unenforceable, this will not affect the other parts of these terms.

You agree that failure to exercise any of our rights reflected in these terms of use will not be construed as a formal waiver of that right.