

Welcome to Menthoda!

By using our platform, you agree to comply with and be bound by the following terms and conditions. Please read these terms carefully before using our services.

1. Acceptance of Terms

By accessing or using the Menthoda platform ("the Platform"), you agree to be bound by these Terms of Service ("TOS"). If you do not agree to these terms, please do not use the Platform. This Agreement ("Agreement") contains important information about your legal rights, remedies, and obligations, and is a legally binding agreement between you ("you" or "User") and Menthoda Inc. ("Menthoda," "we", or "us"), governing your use of Menthoda's site and platform (collectively, "Services"). You understand that by using Menthoda's Services (which generally means using in any way Menthoda.com or our applications), and by clicking "accept" when prompted on the site, you agree to be bound by all agreements that constitute Menthoda's Terms of Service ("TOS"), including the Fee and ACH Authorization Agreement, Privacy Policy, Terms of Use, applicable Escrow Instructions and this User Agreement.

Following are definitions describing the parties active on the Menthoda Platform. Your understanding of these terms will facilitate your use of the Platform:

Subscriber: A **Subscriber** is an individual or corporate entity that pays subscription fees to access Menthoda's services. Subscribers are entitled to receive the full benefits of the platform, including connections and potential matches based on their search criteria. While **non-subscribers** can still access and use the Menthoda platform, they are not entitled to receive results such as recommended connections or matches from Menthoda.

User: A **User** is any individual or corporate entity who utilizes the Menthoda platform. This includes both Subscribers (who pay for the service) and non-subscribers (who can access limited functionalities but without the full benefits of results like matches or connections).

Searcher A Searcher is any user or subscriber who utilizes the Menthoda Platform to search for connections by providing specific criteria. Based on these criteria, Menthoda will match the Searcher with potential connections (Candidates). By default, every Searcher is also considered a Candidate, unless they explicitly choose to opt out of this role via the platform's settings or by sending an email request.

Candidate A Candidate is an individual or corporate entity recommended by Menthoda to a Searcher as a potential connection or match. Candidates are identified based on the Searcher's provided criteria and are suggested as relevant connections for the Searcher to consider.

Executive: an individual holding a C-level management and/or director role in a corporate entity.

Business: an enterprise or corporation that is not a start-up.

Start-up: an early-stage company or corporate entity. company or project undertaken by an entrepreneur to seek, develop, and validate a scalable business model

Investor: an individual or corporate entity that invests capital (money) or other item of value into a start-up or business.

Connections- Connections include the leads (in all their variant) and Matches (in all their variant)

A **Lead** refers to any contact detail of a user or subscriber that Menthoda's matching model identifies as potentially suitable for another user or subscriber. A lead may be shared with any type of user or subscriber, based on their search criteria.

Leads can have different statuses, depending on the actions taken by the Searcher or Candidate:

- **Potential Lead:** This is a lead that has been identified by Menthoda but is awaiting approval or further action from either the Searcher or Candidate. Once approved, it may move into a match.

Actions by the Searcher:

1. **Move to Match:** The Searcher can swipe right to indicate interest and wait for the Candidate's approval to confirm the match.
2. **Delete:** The Searcher can delete the lead if they are no longer interested in pursuing it.
3. **Stay as a Lead:** The Searcher can leave the lead in its current status without making any changes.

Actions by the Candidate:

1. **Approve or Reject:** The Candidate can approve or reject the lead, confirming whether they want to proceed with the connection.
2. **Delete:** The Candidate can delete the lead if they decide it is not relevant.
3. **Stay as a Lead:** The Candidate can leave the lead in its current status, neither approving nor rejecting it.

Match - Any leads that a subscriber decides to move to a match and has been approved by the other user it was sent to. only when the 2 sides approve a request and transfer the payment (if needed depending on the user/subscriber package). Those leads become a match and are moved to the match list

Potential leads can be transferred to a match that menthoda can offer to any type of user or subscriber

1. **Success match:** Only when both sides agree to approve this match as a successful match - both users will be initial to point in the point plan
2. **Delete:** All subscribers can delete the lead if they decide it is not relevant.
3. **Stay as a match:** All subscribers can leave the match in its current status, neither approving nor rejecting it.

If you want to use our matching platform or any of our services and features (which we refer to altogether as “Services”), whether just by looking around or by registering an account, you must first read and agree to this Agreement. If you don’t understand this Agreement or you don’t agree to all of its terms and conditions, you may not use our Services. If you do not understand or agree to this Agreement, do not click to accept this Agreement, “Sign Up”, “Create My Account”/”Get started”, or similar, and do not

visit Menthoda.com, use our mobile applications, or otherwise use our Services. If you are using our Services on behalf of a business or legal entity, you may only do so if you have the authority to agree to the Terms of Service on behalf of that business or legal entity.

By using Menthoda's platform, each user is responsible for maintaining the confidentiality of his account and password and for restricting access to his computer, and the user agrees to accept responsibility for all activities that occur under his account or password.

2. Account Registration and Security

2.1 Account Creation:

To use certain features of the Platform, you must register for an account. You agree to provide accurate and complete information during the registration process.

2.2 Account Security

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

3. Use of the Platform

3.1 Services: Menthoda provides users a SaaS platform to make business connections with other potential users for different types of goals.

3.2 The Services provide suggestions and options to obtain connections and match them with specific user's searches., however, Menthoda does not guarantee delivery of connections or how long it might take you to obtain them.

3.3 Creating a successful connection requires that you completely fill out your profile This includes providing Menthoda with all the information asked, responding to our requests for additional information, and replying rapidly to any potential offer or question; failure to do any of these will reduce your chances of success.

3.4 Use of Public Information and Data Access Consent

3.5 By using Menthoda and its services, you consent to Menthoda's collection and use of public information to help build and enhance your profile. Menthoda may obtain this information from third-party sources, including but not limited to, social media platforms (e.g., LinkedIn), publicly available bios, videos, photographs, and other public data.

3.6 As a condition of your use of Menthoda's platform, you authorize Menthoda to access, gather, and utilize this personal and public information for the purposes outlined in this agreement.

3.7 As a subscriber, you will be provided with potential connections to view, whom you can then decide whether to accept or decline as a match.

3.8 Subscribers should communicate with the connections delivered by Menthoda's AI model exclusively via the Menthoda Platform.

3.9 Menthoda's platform is a bi-directional platform in which a searcher can also be a candidate by default according to the payment plan.

3.10 **Profile Completion and Maintenance**

3.11.1 To receive appropriate connections and select the best matches, each user (Searcher) and/or Candidate is required to complete their profile and keep it up-to-date. Providing inaccurate or outdated information may result in fewer connections and mismatched recommendations, affecting the overall quality of the experience.

3.11.2 Each searcher must provide a complete profile and identify all relevant criteria for the requested search in order to find the best connections.

3.11 Menthoda is not obligated to make connections or matches but will do everything reasonably within its capacity to provide each user with the best results

User Conduct: You agree not to engage in any prohibited activities on the Platform, including:

3.11.1 Trade, sale, or distribution of illegal products or services that are imported or exported illegally

3.11.2 Use of the Platform in an unauthorized way, such as collecting usernames or user's email addresses for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

3.11.3 Harass, abuse, harm, and/or offend another user using any information obtained from Menthoda's site.

3.11.4 Assign or transfer your account to any other person or entity, or allow any other to use your account.

3.11.5 You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

3.11.6 All content on the Site, in part or in whole, may not be modified, published, transmitted, reverse engineered, transferred or sold, or otherwise exploited.

4. **Role of Menthoda and User Responsibilities**

Menthoda is not a party to, nor is it responsible for any work performed, contracts signed, payments made, or connections established, either within or outside of the Menthoda platform, between users. This includes connections made through Menthoda's recommendations. Any resulting connection or agreement is solely the responsibility of the users involved.

4.1 **Payment Terms and Subscription**

Menthoda's platform has 3 subscription options with 3 levels in each (Free, Basic, Pro, and Enterprise)

By subscribing to any of our payment plans, you agree to pay the applicable fees and taxes, and accept the additional terms specific to the paid services. You acknowledge and agree that payments are billed annually. Failure to pay these fees will result in the termination of your paid services.

Additionally, you agree to the following:

- **Foreign Exchange Fees:** Your purchase may be subject to foreign exchange fees or price differences based on your location (e.g., exchange rates).
- **Payment Method Storage:** We may store your payment method (e.g., credit card) and continue to bill it, even after it has expired, to prevent interruptions in your services. This method will also be used for any other services you purchase. You may update or change your payment method annually, or if needed, contact us at info@menthoda.com to make changes mid-year.
- **Automatic Billing:** If you purchase a subscription, your payment method will be automatically charged at the start of each subscription period for the applicable fees and taxes. To avoid future charges, you must cancel before the renewal date. Instructions for canceling or suspending your subscription can be found on the platform, or you can email us at info@menthoda.com for assistance.
- **Price Modifications:** We may modify our pricing, effective prospectively, with reasonable notice as permitted by law.
- **Tax Calculation:** We may calculate the taxes payable by you based on the billing information you provide.

4.1.1 Fees: The use of certain features on the Platform is subject to fees. By using these features, you agree to pay the applicable fees.

4.1.2 Refund and Service Period Terms

PLEASE NOTE: Your one-time annual payment is non-refundable under any circumstances.

PLEASE ALSO NOTE: Your annual, paid service period begins on the date you receive your first lead or connection from Menthoda, not on the date you pay your subscription. For example, if you pay your subscription fee on November 1, 2024, and receive your first lead or connection from Menthoda on December 1, 2024, your one-year subscription period will end on December 1, 2025.

4.2 Accuracy of Information

4.2.1 Subscriber Responsibility and Verification

Subscribers are responsible for ensuring the accuracy of the information they provide. While Menthoda will make every effort to verify user profiles, no compensation will be provided for inaccurate or misleading information.

Additionally, Menthoda users must register under an entity, and by doing so, warrant that they have the necessary knowledge, experience, and/or affiliation with that entity.

4.2.2 Rights and Consent

You warrant that you own or otherwise control all rights to provide, post, upload, input, or submit any Submission or other information you convey to Menthoda. Additionally, you hereby consent to and authorize Menthoda to access your personal information and data and use it for the purposes outlined herein.

4.2.3 You agree to hold Menthoda harmless for any losses, costs, liabilities, and expenses (including reasonable attorney's fees) incurred as a result of violations of any of the terms of this Agreement, any violation of the rights of third parties, or any violation of applicable laws, rules, or regulations, users and subscribers, and agree to indemnify, defend, and hold harmless Menthoda, its officers, directors, employees, agents, and third parties.

5. Intellectual Property

5.1 Ownership: Menthoda retains all rights, title, and interest in and to the Platform.

5.2 License: By using the Platform, you grant Menthoda a worldwide, non-exclusive, royalty-free license to use, reproduce, adapt, modify, publish, distribute, and display the content you upload or any other publicly available information about you that Menthoda collects. Further, you agree not to upload any third-party intellectual property that you have no right to license.

5.3 Menthoda does not claim ownership of the materials you upload, input or submit, including feedback or suggestions you post, to any of Menthoda's Sites or our associated services (collectively "Submissions"). When you post, upload, input, provide, or submit your Submission, you grant Menthoda, our affiliated companies, and necessary sublicensees permission to use your Submission for their Internet businesses, including, without limitation, the right to copy, distribute, transmit, display, perform, reproduce, edit, translate, and reformat your Submission; and to publish your name as well.

6. Data Privacy

6.1 Privacy Policy: Your use of the Platform is governed by our Privacy Policy. By using the Platform, you consent to the terms of our Privacy Policy.

7. Termination

7.1 Termination by Menthoda: Menthoda reserves the right to suspend or terminate your account for any reason, including violation of these terms.

7.2 Termination by User: You may terminate your account by following the instructions on the Platform.

8. Dispute Resolution

8.1 Governing Law: These terms are governed by the laws of ISRAEL

9. Changes to Terms

Menthoda reserves the right to modify these terms at any time. Changes will be effective immediately upon posting on the Platform.

10. **Contact Information**

If you have any questions or concerns about these terms, please contact us at info@menthoda.com
+972549576543

Thank you for using Menthoda !