

Welcome to Menthoda SaaS Marketplace! 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 ("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 TOS 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 our work marketplace 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, and you agree that the "Terms of Service" means every agreement linked herein and includes the Fee and ACH Authorization Agreement, Privacy Policy, Terms of Use, applicable Escrow Instructions and this User Agreement. This Agreement also incorporates, for any User using the Menthoda Direct Contract Service,

If you want to use our match marketplace or any of our services (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", 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

## **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 a SaaS marketplace for user in order to match and buy and sell from each other:

HR- Finding people in the c level to match them into positions in the marketplace

SREVICES – different kind of services that businesses are looking for like: business plan, strategy, marketing, financial, IT and more

INVESTMENT – Investment and M&A opportunities

Menthoda's users are :Directors (any c level), startups, investors and corporations – each one of them can be a seller and/or a buyer of services

Menthoda's platform has 3 subscribe options: Basic ,Gold and Platinum

### **Basic**

The user's details will not show on the filter list unless menthoda decide to add the user or the user turn off this possibility in the settings.

This user can move to the gold or platinum categories automatically by standing in the terms of the "platform category's users plan."

The price will be as mentioned on **section 4**

### **Gold**

The user's details will automatically show on the filter list unless the user turn off this possibility in the settings.

To become a Gold member the user can either pay or stand in the term of the "platform category's users plan."

The price will be as mentioned on **section 4**

### **Platinum**

The user's details will automatically show on the filter list unless the user turn off this possibility in the settings.

To become a Platinum member the user can either pay or stand in the term of the "platform category's users plan."

The price will be as mentioned on **section 4**

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

**Sign directly on any contract outside Menthoda after being connected to the other side through Menthoda**

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

Use your site in an unauthorized way (collecting usernames, email addresses, of users for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses).

Harass, abuse, or harm another person using any information obtained from Menthoda's site.

### **3.3 ROLE OF MENTHODA AND USER RESPONSIBILITIES**

Menthoda is not a party to any Direct Contract, is not involved in or responsible for any work performed is not involved in or responsible for any payment made under a Direct Contract, and has no control over any side buyer or seller. Menthoda doesn't have any power or authority to, and does not, determine any eligibility standards for any Direct Contract, select or contract any side buyer or seller to provide services, determine or control any term or condition of the Direct Contract or Project, or cause any seller or buyer to accept any Direct Contract or perform any Freelancer Services.

#### 4. Payment Terms

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

Buyer	Subscription [yearly fee]	Commission [% on each payment of an order]			
		Position assignment**	Investment	Design partner	Other services
Basic	Free*	25%	3%	\$1000	10%
Gold	\$980	15%	2%	\$500	1%
Platinum	\$2800	5%	1%	\$200	0%
Seller	Subscription [yearly fee]	Commission [% on each payment of an order]			
		Position assignment	Investment	Design partner	Other services
Basic	Free*				25%
Gold	\$980				10%
Platinum	\$2800				5%

**4.2 Billing:** Menthoda will bill your chosen payment method for the fees applicable to your use of the Platform.

There are two options of payment:

- FIXED PRICE** – it's a one-time payment:
  - **Position assignment**
  - **Investment**
  - **Design partner**
  - **Fixed hours (3+)**

fixed-price one-time proposals to any eligible Client or invite any eligible Client to create a fixed-price one-time contract proposal. If the buyer creates the contract proposal and the other party accepts the proposal through the Direct Contracts service, the buyer and the seller will enter directly into a contract (the "Direct Contract").

**HR assignment – one time payment as agreed in the** Direct Contract the payment will be the percentage of six months of the first year only menthoda will get the percentage according to the subscribe status of the buyer.

**Investment – one-time payment as agreed in the** Direct Contract menthoda will get the percentage according to the subscribe status of the buyer.

**Design partner –** One-time payment form the startup when it has a match for a company that willing to become a design partner

**Fixed hours –** One-time payment of minimum 3 hours from a director that agreed between the seller and the buyer

\*\*In every deal both sides will get “**points to promotion**” in the platform except “Fixed Hours”

## 2. CREDIT WALLET PACKAGE

in "CREDIT WALLWT PACKAGE" the user will buy a package which can be used as an hourly rate multiplied by the hours or price agree for service between the buyer and the seller.

Once the buyer buys a credit wallet program, and both sides will agree on the Direct Contract the amount agreed on will be reduced from the credit wallet package

Both sides buyer and sellers agree and authorize Menthoda to hold the Direct Contract Deposit in escrow/ or in menthoda account

If the buyer approves the submitted project, Menthoda /Escrow will release the Direct Contract Agreed Funds to the seller reducing Menthoda's commission.

## 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.

## 6. Data Privacy

6.1 Privacy Policy: Your use of the Platform is also 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](mailto:info@menthoda.com).

Thank you for using Menthoda SaaS Marketplace!