MENTIQ — TERMS OF SERVICE

Last Updated: 2025-12-09

These Terms of Service ("Terms") constitute a legally binding agreement between Mentiq Inc. ("Mentiq," "we," "us," or "our") and the individual or entity accessing, registering for, integrating with, or using the Mentiq platform, websites, analytics dashboards, software development kits ("SDKs"), application programming interfaces ("APIs"), and related services (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms.
 If you do not agree, you must not access or use the Service.

IMPORTANT JURISDICTION NOTICE

The Service is currently intended for use outside the European Union.
 Mentiq does not knowingly target or operate services directed at entities or individuals subject to the EU General Data Protection Regulation (GDPR).

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1. DEFINITIONS

"Customer" means the individual or entity using the Service.
 "Authorized User" means any person authorized by Customer to access the Service.
 "End User" means an individual who interacts with Customer's product or service.
 "Customer Data" means any data submitted to or processed through the Service by Customer.
 "End User Data" means data relating to End Users that Customer causes Mentiq to process.
 "Derived Data" means anonymized, aggregated, or de-identified data created by Mentiq from Customer Data or End User Data.
 "Personal Data" means information identifying an individual under applicable law.
 "Subprocessor" means any third party authorized by Mentiq to process data to support the Service.

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2. ACCEPTANCE AND AUTHORITY

Customer represents that it has full authority to enter into these Terms on behalf of itself and any Authorized Users.

These Terms apply to all plans, including free, trial, paid, and enterprise plans.

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3. INCORPORATED AGREEMENTS

The following documents are incorporated by reference and form part of these Terms:

- **Privacy Policy**

- **Data Processing Addendum ("DPA")**

The Mentiq Data Processing Addendum is incorporated into and forms part of these Terms. By accessing or using the Service, Customer agrees to be bound by the DPA without requiring physical or electronic signature.

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4. ACCOUNT REGISTRATION AND SECURITY

Customer is responsible for:

- **Maintaining accurate account information**

- **Safeguarding login credentials**

- **All activity occurring under Customer's account**

Mentiq is not responsible for unauthorized access caused by Customer's failure to secure credentials.

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5. LICENSE TO USE THE SERVICE

Mentiq grants Customer a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for internal business purposes.

Customer may not:

- **Reverse engineer or copy the Service**

- **Use the Service to build competing products**

- **Resell, sublicense, or rent the Service**

- **Circumvent usage or billing limits**

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6. DATA ROLES AND RESPONSIBILITIES

6.1 Customer as Controller

Customer acts as the data controller and is solely responsible for:

- **Lawful collection of End User Data**

- **Providing required notices**

- **Obtaining required consents**

- **Compliance with applicable laws**

6.2 Mentiq as Processor

Mentiq acts as a data processor / service provider, processing data only as permitted by these Terms and the DPA.

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7. CUSTOMER DATA AND END USER DATA

Customer retains ownership of Customer Data and End User Data.

Customer grants Mentiq a worldwide, royalty-free license to host, process, store, analyze, and transmit such data to operate, secure, and improve the Service.

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8. EMAIL ADDRESSES AND USER IDENTIFIERS

Customer acknowledges that Customer Data and End User Data may include email addresses or other user identifiers, including:

- **Customer and Authorized User emails**

- **End User emails submitted by Customer**

Customer authorizes Mentiq to collect, store, process, and use such identifiers solely for:

- **Authentication and account management**

- **Associating analytics and usage activity**

- **Providing customer support**

- **Security, audit, and abuse prevention**

- **Transactional and administrative communications**

Customer represents and warrants that it has obtained all legally required rights, notices, and consents from End Users to provide such email addresses and identifiers to Mentiq.

Mentiq shall have no responsibility for Customer's failure to obtain required consent.

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9. COMMUNICATIONS

Mentiq may send electronic communications to Customer and Authorized Users, including:

- **Transactional messages**

- **Security alerts**

- **System notifications**

- **Product updates**

- **Administrative notices**

- **Marketing communications to direct users (with opt-out)**

Mentiq does not send marketing or promotional communications directly to Customer's End Users and does not use End User contact information for independent marketing purposes unless expressly authorized by Customer and permitted by law.

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10. DERIVED DATA AND COMMERCIAL RIGHTS

End User Notice Requirement
Customer is solely responsible for ensuring that its End Users are informed that their data is collected and processed through third-party analytics and data processing providers, including Mentiq, and that such disclosure complies with all applicable laws.

10.1 Creation

Mentiq may create Derived Data by anonymizing or aggregating Customer Data and End User Data using commercially reasonable methods.

10.2 Ownership

Mentiq owns all rights, title, and interest in Derived Data.

10.3 Permitted Uses

Mentiq and Partners may use Derived Data for any lawful purpose, including:

- **Marketing and advertising**

- **Case studies and testimonials**

- **Benchmarks and industry reporting**

- **Product analytics and optimization**

- **Commercial offerings**

- **Training machine-learning models**

- **Training and improving large language models (LLMs)**

- **Internal AI systems**

10.4 Partner Access

Mentiq may share Derived Data with partners solely to support Mentiq.
Partners may not re-identify, resell, or claim ownership of Derived Data.

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11. MARKETING, TESTIMONIALS, AND PUBLICITY RIGHTS

Customer grants Mentiq a non-exclusive, worldwide, royalty-free license to use information relating to Customer's use of the Service for marketing and promotional purposes, including:

- Anonymized results and performance metrics

- Case studies and success stories

- Testimonials or quotes voluntarily provided

- Screenshots or visual depictions that do not disclose personal data

Unless Customer provides written notice objecting, Mentiq may identify Customer as a user of the Service and display Customer's name and logo in marketing materials. Removal requests will be honored within a reasonable timeframe.

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12. AI OUTPUTS AND DISCLAIMER

The Service may generate automated insights, predictions, or recommendations ("AI Outputs").

AI Outputs:

- Are informational only

- May be inaccurate or incomplete

- Do not constitute professional advice

Customer assumes full responsibility for decisions made based on AI Outputs.
Mentiq disclaims all liability arising from reliance on AI Outputs.

13. DATA ACCURACY DISCLAIMER

Mentiq does not verify the accuracy or legality of Customer Data or End User Data.
Analytics results are dependent on data provided by Customer.

14. THIRD-PARTY SERVICES

The Service may integrate with third-party tools.
Mentiq is not responsible for third-party availability, security, or data practices.

15. UNILATERAL SUSPENSION AND TERMINATION FOR RISK

Mentiq may suspend or terminate access immediately if Customer's use poses legal, security, or reputational risk, even absent material breach.

16. SERVICE AVAILABILITY

The Service is provided "as is" and "as available."
Mentiq makes no guarantees regarding uptime or accuracy.

17. CONFIDENTIALITY

Each party shall protect the other's Confidential Information.
Derived Data is not Customer Confidential Information.

18. SECURITY

Mentiq implements commercially reasonable safeguards.
 No system is completely secure.

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19. GOVERNMENT AND LAW ENFORCEMENT REQUESTS

Mentiq may disclose data if required by law.
 Where permitted, Customer will be notified.

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20. FORCE MAJEURE

Mentiq is not liable for failures caused by events beyond reasonable control.

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21. ASSIGNMENT AND CHANGE OF CONTROL

Customer may not assign these Terms without consent.
 Mentiq may freely assign, including in connection with mergers or asset sales.

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22. TERMINATION EFFECTS

Upon termination:

- **Customer may export Customer Data for 30 days**

- **Mentiq retains Derived Data permanently**

- **Licenses granted to Customer end**

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23. DISCLAIMERS

THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND.

24. LIMITATION OF LIABILITY

MENTIQ'S TOTAL LIABILITY IS LIMITED TO FEES PAID IN THE PRECEDING 12 MONTHS. MENTIQ SHALL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES.

25. INDEMNIFICATION

Customer agrees to indemnify Mentiq for claims arising from Customer's data practices, End User claims, or legal violations.

26. U.S. STATE PRIVACY RIGHTS

Mentiq complies with applicable U.S. state privacy laws. Derived Data is not personal data.

27. SURVIVAL

Data rights, disclaimers, confidentiality, liability limits, and indemnities survive termination.

28. SEVERABILITY AND WAIVER

Invalid provisions shall be narrowly construed. Failure to enforce is not a waiver.

29. GOVERNING LAW

These Terms are governed by the laws of Alberta, Canada.

30. ENTIRE AGREEMENT

These Terms and incorporated documents constitute the entire agreement.