



# MantaHQ User Non-Compete and Platform Agreement

***Effective Date: April 1, 2025***

Parties: This Agreement ("Agreement") is entered into by and between MantaHQ Technology Limited, a corporation incorporated under the laws of Ontario, Canada, and the individual or entity agreeing to these terms ("User").

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## 1. Purpose

This Agreement governs the User's access to and use of the MantaHQ platform, tools, and related services (collectively, the "Platform") and is intended to protect MantaHQ's intellectual property, ensure platform security, and define mutual obligations between the User and MantaHQ.

## 2. Prohibited Competition and Misuse

Subject to applicable laws, User agrees that during the term of this Agreement and for a period of up to two (2) years following termination:

- User shall not use the Platform or any of its components to develop or assist in developing a competing product or service;
- User shall not solicit MantaHQ employees or contractors for any competing endeavor;
- User shall not circumvent MantaHQ by directly soliciting MantaHQ clients or partners for similar services.  
If any provision is deemed unenforceable, it shall be reformed to the maximum permissible extent under local law.

## 3. Non-Copying and Engineering Restrictions

User agrees not to:

- Replicate, emulate, or recreate the functionality, architecture, or design of MantaHQ;
- Reverse engineer, disassemble, or attempt to derive source code;

- Use automated tools to scrape data or assets;
- Create derivative works based on the Platform.

#### 4. Intellectual Property Rights

All intellectual property, including but not limited to source code, data models, workflows, UIs, documentation, and derivative works, remains the sole property of MantaHQ. User agrees not to claim, register, or assert rights over any part of the Platform.

#### 5. Data Use and User Content

User agrees that all usage data, logs, metadata, and feedback submitted through the Platform may be retained and used by MantaHQ for operational, research, and improvement purposes, in accordance with applicable U.S. and Canadian privacy laws. User is responsible for ensuring they do not upload personal or sensitive data without consent.

#### 6. Confidentiality

User agrees to maintain the confidentiality of all non-public technical, operational, and business information disclosed through or related to the Platform. This obligation survives termination.

#### 7. Payment Terms and Billing Authorization

User agrees to:

- Pay all applicable fees as per selected plans;
- Authorize MantaHQ to charge the associated payment method on a recurring basis;
- Maintain valid billing information at all times;
- Acknowledge that MantaHQ may suspend or terminate access for non-payment or any reason at its sole discretion, with or without notice.

No Refund Policy: All purchases are final. No refunds will be issued for partial use, unused time, or early termination.

#### 8. Limitation of Liability for Data Loss

MantaHQ makes commercially reasonable efforts to secure user data. However, MantaHQ shall not be liable for data breaches, loss, corruption, or unauthorized access due to external attacks, third-party vendors, or user negligence. Users are responsible for backing up any important data.

## 9. Suspension and Termination

MantaHQ may suspend or terminate User access:

- For non-payment or chargebacks;
- For breach of this Agreement;
- To comply with legal or security requirements;
- At its sole discretion, with at least 3 business days' notice unless exigent.  
Upon termination, MantaHQ will retain User data for 30 days, after which it may be deleted.

## 10. Mandatory Arbitration

Any dispute, claim, or controversy arising out of or relating to this Agreement, including its formation, breach, termination, or validity, shall be resolved exclusively through binding arbitration.

The arbitration will be conducted:

- Under the rules of the International Chamber of Commerce (ICC) or the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules (at the discretion of MantaHQ).
- At a location mutually agreed upon by the parties or, if no agreement can be reached, at a neutral international arbitration center selected by MantaHQ.
- In the English language.

No party may initiate or participate in any class action or representative proceeding in arbitration. Each party shall bear its own legal fees and expenses unless otherwise awarded by the arbitrator.

## 11. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction applicable to the User, as follows:

- For U.S. Users: The laws of the State of New York shall govern this Agreement.
- For Canadian Users: The laws of the Province of Ontario shall govern this Agreement.
- For users outside the U.S. and Canada: The laws of the Province of Ontario, Canada shall govern this Agreement.

## 12. Severability

If any part of this Agreement is found unenforceable, it shall be modified or removed to preserve its intent. The remainder of the Agreement shall remain in force.

## 13. Entire Agreement

This Agreement constitutes the full understanding between the parties and supersedes all prior agreements or communications.

## 14. Waiver of Tort and Related Claims

To the extent permitted by law, User waives all claims related to:

- Misappropriation of ideas
- Tortious interference
- Negligence
- Unfair competition
- Breach of fiduciary duty
- Fraud

All such claims must be resolved exclusively through arbitration.

## 15. Survival of Terms

Sections 2, 3, 4, 5, 6, 7, 8, 10, 11, and 14 shall survive termination of this Agreement.

## 16. Injunctive Relief

MantaHQ may seek injunctive relief for breaches causing irreparable harm, without posting bond.

## 17. Assignment

This Agreement binds all successors and assigns. User may not assign rights without MantaHQ's prior written consent.

## 18. Audit Rights

In case of suspected violations, MantaHQ may request reasonable audit access with written notice. Failure to comply constitutes material breach.

## 19. Cumulative Remedies

All rights under this Agreement are cumulative and non-exclusive.

## 20. Liquidated Damages

For material breach of Section 2 or 3, User agrees to pay \$250,000 USD per violation as liquidated damages, representing a reasonable estimate of harm, not a penalty.

## 21. Personal Liability

If User accesses the Platform on behalf of an entity, the individual agrees to be personally and jointly liable for any misuse.

## 22. Prohibited Uses and Compliance with Law

User agrees to use the Platform only for lawful purposes and in compliance with all applicable local, national, and international laws and regulations. User shall not use the Platform to engage in, facilitate, or promote any illegal, fraudulent, or criminal activities, including but not limited to money laundering, unauthorized data access, distribution of malware, or any activity that violates intellectual property rights or privacy laws.

MantaHQ reserves the right to monitor User activity on the Platform, investigate suspected illegal conduct, and take appropriate actions including suspending or terminating User access, reporting to law enforcement authorities, and cooperating with governmental investigations, without prior notice.

MantaHQ disclaims any liability for damages or losses resulting from illegal use of the Platform by Users or third parties.

## 23. Agreement Updates

MantaHQ reserves the right to modify or update this Agreement at any time. Changes will be posted on the Platform or otherwise communicated to the User. Any modifications shall become effective at the start of the User's next billing cycle following notice. Continued use of the Platform after such date constitutes acceptance of the updated Agreement.