

Platform Disclaimer

Effective Date: April 14, 2026

mAlvn, LLC | 3368 100th St, Urbandale, IA 50322

IMPORTANT NOTICE

The mAlvn Developer Platform is currently in beta. By using the Service, you acknowledge and accept the risks, limitations, and disclaimers described in this document. This Disclaimer supplements and is incorporated into our Terms of Service and should be read in conjunction with it.

1. Beta Status

The mAlvn Developer Platform (the "Service") is currently in a beta phase of development. This means:

- The Service is under active development and may contain bugs, errors, defects, and incomplete features;
- Features, APIs, SDKs, and documentation may change at any time without prior notice, including breaking changes;
- Data stored in the Service may be lost, corrupted, or deleted during updates, migrations, or system failures;
- Service availability may be limited, and unplanned downtime may occur without notice;
- Performance, scalability, and reliability have not been fully validated under production workloads;
- The Service is not yet suitable for mission-critical, production, or safety-critical applications.

YOU SHOULD NOT RELY ON THE SERVICE FOR ANY USE CASE WHERE SERVICE INTERRUPTION, DATA LOSS, OR SYSTEM FAILURE COULD RESULT IN SIGNIFICANT HARM, FINANCIAL LOSS, OR LEGAL LIABILITY.

2. No Compliance Certifications

mAlvn, LLC and the Service do not currently hold any of the following compliance certifications, attestations, or accreditations:

- **SOC 2** (Type I or Type II) - Service Organization Control reports;
- **ISO 27001** - Information Security Management System certification;
- **ISO 27017** - Cloud Security certification;
- **ISO 27018** - Protection of PII in Public Clouds;
- **HIPAA** - Health Insurance Portability and Accountability Act compliance; we are not a HIPAA Business Associate and cannot execute Business Associate Agreements (BAAs);
- **PCI DSS** - Payment Card Industry Data Security Standard certification;

- **FedRAMP** - Federal Risk and Authorization Management Program authorization;
- **SOX** - Sarbanes-Oxley Act compliance;
- **HITRUST** - Health Information Trust Alliance certification;
- **CSA STAR** - Cloud Security Alliance Security, Trust, Assurance, and Risk certification;
- Any other industry-specific compliance certification or accreditation.

While we implement commercially reasonable security measures (described in our Privacy Policy), the absence of these certifications means you should not use the Service to store, process, or transmit data that is subject to regulatory compliance requirements, including but not limited to:

- Protected Health Information (PHI) as defined under HIPAA;
- Payment card data subject to PCI DSS;
- Controlled Unclassified Information (CUI) or Federal Contract Information (FCI);
- Data subject to ITAR or EAR export control requirements;
- Any data for which a specific compliance certification is legally required.

We may pursue compliance certifications in the future, but we make no representations or commitments regarding the timeline or scope of any such certifications.

3. No Guaranteed Service Level

During the beta period, the Service is provided without any service level agreement (SLA) or uptime guarantee. Specifically:

- We do not guarantee any minimum uptime percentage or availability;
- We do not guarantee any maximum response time for API requests;
- We do not provide service credits, refunds, or compensation for downtime or service degradation;
- Maintenance windows may occur at any time without advance notice;
- We may rate-limit, throttle, or temporarily suspend access to the Service without prior notice for operational reasons.

4. Data Integrity and Backups

While we implement reasonable data protection measures, during the beta period:

- We do not guarantee the integrity, availability, or recoverability of any data stored in or processed by the Service;
- Database migrations, schema changes, and system updates may result in data loss or modification;
- Backup and recovery procedures have not been fully validated under all failure scenarios;
- You are solely responsible for maintaining your own backups of any data you submit to the Service;
- We strongly recommend that you do not use the Service as your sole or primary storage for any critical data.

5. AI Output Disclaimer

The Service utilizes artificial intelligence and large language models (LLMs) to orchestrate agent behavior, generate plans, and process user requests. You acknowledge and agree that:

- AI-generated outputs may be inaccurate, incomplete, misleading, biased, or inappropriate;
- AI agents may take unexpected actions, produce unintended results, or fail to complete tasks as expected;
- The behavior of AI agents is inherently non-deterministic and may vary between identical requests;
- AI-generated outputs do not constitute professional advice of any kind, including but not limited to legal, medical, financial, or engineering advice;
- You are solely responsible for reviewing, validating, and testing all AI-generated outputs before relying on them, deploying them, or exposing them to end users;
- mAlvn makes no representations regarding the accuracy, completeness, or fitness for purpose of any AI-generated output;
- You are solely responsible for any consequences arising from your use of or reliance on AI-generated outputs, including any harm caused to third parties.

AI-GENERATED OUTPUTS SHOULD NEVER BE USED AS THE SOLE BASIS FOR DECISIONS THAT COULD AFFECT HUMAN SAFETY, HEALTH, LEGAL RIGHTS, FINANCIAL STANDING, OR OTHER MATTERS OF SIGNIFICANT CONSEQUENCE.

6. Third-Party Dependencies

The Service relies on third-party services and infrastructure. You acknowledge that:

- Outages, changes, or discontinuation of third-party services may affect the availability or functionality of the Service;
- Third-party LLM providers may modify their models, which may affect the behavior and output quality of AI agents built on the Service;
- Third-party providers may change their terms of service, pricing, or data handling practices;
- mAlvn is not responsible for the actions, omissions, or policies of any third-party service provider;
- Open-source components are provided under their respective licenses and may contain their own disclaimers and limitations.

7. Security Limitations

While we implement commercially reasonable security practices, you should be aware of the following during the beta period:

- Our security practices have not been independently audited or verified by a third-party assessor;
- Penetration testing and vulnerability assessments are conducted internally but have not been performed by an independent third party;

- Our incident response procedures have not been tested under real-world breach conditions;
- Encryption implementations, while following industry standards, have not been independently validated;
- No system is completely secure, and we cannot guarantee that the Service will be free from security vulnerabilities.

You should evaluate whether the Service's current security posture is appropriate for your use case and data sensitivity requirements before using the Service.

8. No Professional Advice

Nothing in the Service, including AI-generated outputs, documentation, support communications, or any other materials provided by mAlvn, constitutes professional advice, including but not limited to:

- Legal advice or legal opinions;
- Medical or healthcare advice;
- Financial, investment, or tax advice;
- Engineering or architectural advice;
- Regulatory or compliance guidance.

You should consult qualified professionals for any decisions that require professional expertise.

9. Limitation of Liability (Beta)

IN ADDITION TO THE LIMITATION OF LIABILITY SET FORTH IN OUR TERMS OF SERVICE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

MAIVN'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THE BETA SERVICE SHALL NOT EXCEED FIFTY DOLLARS (\$50.00), REGARDLESS OF THE THEORY OF LIABILITY.

THIS LIMITATION APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, AND EXEMPLARY DAMAGES, AND DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS OPPORTUNITIES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT MAIVN SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING FROM: (A) DATA LOSS OR CORRUPTION; (B) SERVICE INTERRUPTIONS OR DOWNTIME; (C) SECURITY BREACHES OR UNAUTHORIZED ACCESS; (D) ERRORS OR INACCURACIES IN AI-GENERATED OUTPUTS; (E) ACTIONS TAKEN BY AI AGENTS DEPLOYED THROUGH THE SERVICE; (F) CHANGES TO OR DISCONTINUATION OF THE SERVICE; OR (G) YOUR RELIANCE ON THE SERVICE FOR ANY PURPOSE.

10. Assumption of Risk

By using the Service during the beta period, you expressly acknowledge and assume the following risks:

- The Service may not perform as expected or described;
- Your data may be lost, corrupted, or exposed;
- The Service may be discontinued at any time without notice;

- APIs, SDKs, and interfaces may change without backward compatibility;
- AI agents may produce harmful, inaccurate, or unexpected outputs;
- Security vulnerabilities may exist that have not yet been discovered;
- Third-party services that the platform depends on may fail or change;
- Your use of the Service is entirely at your own risk.

11. Prohibited Uses During Beta

Given the beta status and lack of compliance certifications, you agree not to use the Service for:

- Processing, storing, or transmitting protected health information (PHI);
- Processing payment card data or other PCI-regulated financial data;
- Any application subject to HIPAA, SOX, FedRAMP, FISMA, or similar regulatory requirements;
- Safety-critical or life-safety applications, including medical devices, autonomous vehicles, or industrial control systems;
- Applications where failure could result in death, personal injury, or significant property damage;
- Applications involving the personal data of children under the age of 13 (COPPA) or 16 (GDPR);
- Government classified or controlled information processing;
- Any application where a compliance certification is a legal or contractual requirement.

12. Changes to This Disclaimer

We may update this Disclaimer from time to time. Material changes will be communicated through the Developer Portal or via email to registered users. Your continued use of the Service after any changes constitutes acceptance of the updated Disclaimer. As the Service matures and we obtain compliance certifications, we will update this Disclaimer accordingly.

13. Governing Law

This Disclaimer is governed by the laws of the State of Iowa, United States of America, without regard to conflict of laws principles, and is subject to the dispute resolution provisions in our Terms of Service.

14. Contact Information

If you have questions about this Disclaimer or the current status of the Service, please contact us:

mAlvn, LLC
 3368 100th St
 Urbandale, IA 50322
 United States
 Email: hello@maivn.io