

Terms of Service

Effective Date: April 14, 2026

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

1. Agreement to Terms

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and mAlvn, LLC, an Iowa limited liability company with its principal place of business at 3368 100th St, Urbandale, IA 50322 ("mAlvn," "we," "us," or "our"), governing your access to and use of the mAlvn Developer Platform, including all associated APIs, SDKs, documentation, developer tools, web applications, and related services (collectively, the "Service").

By creating an account, accessing, or using the Service in any manner, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you are using the Service on behalf of an organization, you represent and warrant that you have the authority to bind that organization to these Terms, and "you" and "your" will refer to that organization.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICE.

2. Eligibility

You must be at least 18 years of age and have the legal capacity to enter into binding contracts to use the Service. If you are using the Service on behalf of an entity, you represent that you are authorized to accept these Terms on that entity's behalf. The Service is not directed to individuals under the age of 18, and we do not knowingly collect information from minors.

3. Description of the Service

mAlvn provides an AI agent orchestration platform that separates planning from execution. The Service enables developers and organizations to:

- Define and deploy AI agents and multi-agent systems (swarms) using the mAlvn SDK;
- Access APIs for intelligent task planning, dependency resolution, and reactive execution;
- Manage projects, API keys, webhooks, billing, and organizational settings through the Developer Portal;
- Utilize tool registries, memory systems, and LLM model integrations;
- Access documentation, code samples, and developer resources.

The specific features and functionality of the Service may change over time. We reserve the right to modify, suspend, or discontinue any part of the Service at any time, with or without notice, subject to the terms of any applicable paid subscription.

4. Account Registration and Security

To access certain features of the Service, you must create an account. You agree to:

- Provide accurate, current, and complete information during registration;
- Maintain and promptly update your account information;
- Maintain the confidentiality of your account credentials, including passwords and API keys;
- Accept responsibility for all activities that occur under your account;
- Immediately notify us of any unauthorized use of your account or any other security breach.

You may not share your account credentials with any third party, create multiple accounts for the same individual, or use another person's account without authorization. We reserve the right to suspend or terminate accounts that violate these requirements.

5. API Keys and Access Credentials

The Service may provide you with API keys, tokens, and other access credentials ("Credentials"). You are solely responsible for:

- Safeguarding all Credentials and treating them as confidential information;
- All usage of the Service through your Credentials, whether or not authorized by you;
- Promptly revoking compromised Credentials through the Developer Portal;
- Implementing appropriate security measures in your applications that use our APIs.

You must not embed Credentials in client-side code, public repositories, or any location accessible to unauthorized parties. mAlvn is not liable for any damages resulting from your failure to safeguard your Credentials.

6. Subscription Plans and Billing

6.1 Plans. The Service is offered under various subscription tiers (Beta, Free, Starter, Professional, and Enterprise), each with defined usage limits, features, and pricing as described on our pricing page or in a separate order form. During the beta period, the Beta plan provides access to all platform features at no cost, subject to usage limits equivalent to the Professional tier. Beta plan availability and terms may change upon general availability of the Service.

6.2 Fees. Fees for paid plans are billed in advance on a monthly or annual basis as selected at the time of purchase. All fees are stated in U.S. dollars and are non-refundable except as expressly stated in these Terms or required by applicable law.

6.3 Usage Limits. Each subscription plan includes defined limits on API calls, tokens, data transfer, and other usage metrics. Usage exceeding your plan's limits may result in overage charges, throttling, or suspension of access until the next billing cycle, depending on your plan terms.

6.4 Payment. You authorize us to charge your designated payment method for all fees incurred. You are responsible for providing valid and current payment information. If payment fails, we may suspend your access to paid features after providing reasonable notice.

6.5 Price Changes. We may modify pricing with at least thirty (30) days' prior written notice. Continued use of the Service after a price change constitutes acceptance of the new pricing.

6.6 Taxes. Fees do not include taxes. You are responsible for all applicable taxes, duties, and governmental assessments, excluding taxes based on mAlvn's net income.

7. Acceptable Use Policy

You agree not to use the Service to:

- Violate any applicable federal, state, local, or international law or regulation, including Iowa Code and U.S. export control laws;
- Infringe upon the intellectual property, privacy, or other rights of any third party;
- Transmit any malware, viruses, or other harmful code;
- Attempt to gain unauthorized access to the Service, other users' accounts, or any related systems or networks;
- Interfere with or disrupt the integrity or performance of the Service or its underlying infrastructure;
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Service, except to the extent expressly permitted by applicable law;
- Use the Service to develop a competing product or service;
- Circumvent any rate limits, usage quotas, or technical restrictions imposed by the Service;
- Scrape, crawl, or use automated means to access the Service beyond the scope of the provided APIs;
- Use the Service to generate, store, or transmit content that is unlawful, defamatory, obscene, or harmful;
- Use AI agents deployed through the Service to engage in deceptive, fraudulent, or manipulative practices;
- Deploy agents that impersonate real individuals without their consent;
- Use the Service to process data in violation of applicable data protection regulations;
- Resell, sublicense, or redistribute access to the Service without our prior written consent.

We reserve the right to investigate and take appropriate action, including suspension or termination of your account, for violations of this Acceptable Use Policy.

8. Intellectual Property

8.1 Our IP. The Service, including all software, APIs, SDKs, documentation, designs, trademarks, trade names, logos, and all other intellectual property embodied therein, is and shall remain the exclusive property of mAlvn and its licensors. Nothing in these Terms grants you any right, title, or interest in the Service except for the limited license expressly set forth herein.

8.2 License to Use. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for your internal business purposes and in accordance with the documentation.

8.3 SDK License. The mAlvn SDK and any open-source components are provided under separate license terms as specified in their respective repositories. Those license terms govern your use of such components.

8.4 Feedback. If you provide suggestions, ideas, or other feedback about the Service ("Feedback"), you grant mAlvn a perpetual, irrevocable, worldwide, royalty-free license to use, modify, and incorporate such Feedback into the Service without any obligation to you.

9. Your Content and Data

9.1 Ownership. You retain all rights to any data, content, code, configurations, agent definitions, and other materials you submit to or create through the Service ("Your Content"). These Terms do not grant mAlvn any ownership rights in Your Content.

9.2 License to Us. You grant mAlvn a limited, non-exclusive license to host, store, process, and display Your Content solely as necessary to provide and improve the Service. This license terminates when you delete Your Content or your account, subject to reasonable backup retention periods.

9.3 Responsibility. You are solely responsible for Your Content, including its legality, accuracy, and appropriateness. You represent that you have all necessary rights and permissions to submit Your Content to the Service.

9.4 Data Processing. To the extent that Your Content includes personal data, our processing of such data is governed by our Privacy Policy. If you require a Data Processing Agreement for regulatory compliance, please contact us at hello@maivn.io.

10. Confidentiality

Each party may receive confidential information from the other party in connection with the Service. "Confidential Information" means any non-public information disclosed by either party that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) not disclose it to any third party except as necessary to perform under these Terms and subject to obligations of confidentiality at least as protective as those herein; and (c) use it only for purposes related to these Terms.

Confidential Information does not include information that: (i) is or becomes publicly available through no fault of the receiving party; (ii) was already known to the receiving party without restriction; (iii) is independently developed without use of the disclosing party's Confidential Information; or (iv) is rightfully received from a third party without restriction.

11. Privacy and Data Protection

Your use of the Service is subject to our Privacy Policy, which describes how we collect, use, store, and protect your information. By using the Service, you consent to our data practices as described in the Privacy Policy.

We implement privacy-by-design principles, including our PrivateDataGateway architecture that separates raw secrets and sensitive data from AI model processing layers. Raw secrets submitted through the Service are never directly exposed to large language models.

12. Service Level and Availability

We use commercially reasonable efforts to maintain the availability and performance of the Service. However, we do not guarantee uninterrupted or error-free operation. Scheduled maintenance windows will be communicated in advance when practicable. Separate service level agreements ("SLAs") may be available for Enterprise plan subscribers under a separate written agreement.

13. Beta Services

We may offer certain features, tools, or services on a pre-release, beta, or early-access basis ("Beta Services"). Beta Services are provided "AS IS" and "AS AVAILABLE" without any warranties. We make no commitments that Beta Services will be made generally available, and we may discontinue them at any time without notice.

Participation in any beta program may require execution of a separate Beta Tester Non-Disclosure Agreement. Your use of Beta Services is subject to any additional terms communicated at the time of enrollment.

You acknowledge that Beta Services may contain bugs, errors, and other issues, and you assume all risks associated with their use. Notwithstanding any other provision of these Terms, mAlvn's total liability for Beta Services shall not exceed fifty dollars (\$50.00).

14. Third-Party Services and Integrations

The Service may integrate with or rely on third-party services, including large language model providers, cloud infrastructure providers, and other technology partners. Your use of such third-party services may be subject to their own terms and conditions. mAlvn is not responsible for the availability, accuracy, or performance of any third-party services, and your use of them is at your own risk.

You are responsible for ensuring that your use of third-party integrations through the Service complies with the applicable third-party terms of service.

15. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUIET ENJOYMENT.

WITHOUT LIMITING THE FOREGOING, MAIVN DOES NOT WARRANT THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS OBTAINED THROUGH THE SERVICE, INCLUDING AI-GENERATED OUTPUTS, WILL BE ACCURATE, RELIABLE, OR COMPLETE; (D) ANY ERRORS IN THE SERVICE WILL BE CORRECTED; OR (E) THE SERVICE WILL BE COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE.

YOU ACKNOWLEDGE THAT AI-GENERATED OUTPUTS MAY CONTAIN ERRORS, INACCURACIES, OR INAPPROPRIATE CONTENT, AND YOU ARE SOLELY RESPONSIBLE FOR EVALUATING AND VALIDATING ANY OUTPUTS PRODUCED THROUGH THE SERVICE BEFORE RELYING ON OR DEPLOYING THEM.

16. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL MAIVN, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, BUSINESS OPPORTUNITIES, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE) AND EVEN IF MAIVN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAIVN'S TOTAL AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICE SHALL NOT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT YOU PAID TO MAIVN IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR (B) ONE HUNDRED DOLLARS (\$100.00).

THE LIMITATIONS IN THIS SECTION APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

17. Indemnification

You agree to indemnify, defend, and hold harmless mAlvn and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service; (b) Your Content; (c) your violation of these Terms; (d) your violation of any applicable law or regulation; (e) your violation of any third-party rights; or (f) the actions of any AI agents you deploy through the Service.

mAlvn will provide you with prompt notice of any such claim and will cooperate reasonably with you in the defense of such claim. mAlvn reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

18. Termination

18.1 By You. You may terminate your account at any time by contacting us at hello@maivn.io or through the account settings in the Developer Portal. Termination does not entitle you to a refund of any prepaid fees, except as required by applicable law.

18.2 By Us. We may suspend or terminate your account and access to the Service at any time if: (a) you breach any provision of these Terms; (b) we are required to do so by law or legal process; (c) we determine that your use poses a security risk to the Service or other users; or (d) your account has been inactive for more than twelve (12) consecutive months.

18.3 Effect of Termination. Upon termination: (a) your right to access and use the Service immediately ceases; (b) all Credentials are revoked; (c) we may delete Your Content after a reasonable retention period of thirty (30) days, during which you may request data export; and (d) any outstanding fees become immediately due and payable.

18.4 Survival. Sections 8, 9.1, 10, 15, 16, 17, 19, 20, and 24 shall survive termination of these Terms.

19. Governing Law

These Terms and any dispute arising out of or related to these Terms or the Service shall be governed by and construed in accordance with the laws of the State of Iowa, United States of America, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

20. Dispute Resolution

20.1 Informal Resolution. Before initiating any formal dispute resolution proceeding, you agree to first contact us at hello@maivn.io and attempt to resolve the dispute informally for at least thirty (30) days.

20.2 Jurisdiction and Venue. Any legal action or proceeding arising out of or related to these Terms shall be brought exclusively in the state or federal courts located in Polk County, Iowa. You consent to the personal jurisdiction of such courts and waive any objection to venue therein.

20.3 Class Action Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU AND MAIVN AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

20.4 Injunctive Relief. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights or confidentiality obligations.

21. Export Compliance

The Service may be subject to U.S. export control laws and regulations, including the Export Administration Regulations ("EAR") and sanctions programs administered by the Office of Foreign Assets Control ("OFAC"). You represent and warrant that: (a) you are not located in a country subject to a U.S. government embargo; (b) you are not listed on any U.S. government list of prohibited or restricted parties; and (c) you will not use the Service in violation of any applicable export control laws or sanctions.

22. Modifications to These Terms

We reserve the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms on this page with a revised "Effective Date" and, for users with accounts, by sending notice via email or through the Developer Portal. Your continued use of the Service after the effective date of any modification constitutes your acceptance of the modified Terms.

If you do not agree to the modified Terms, you must stop using the Service and may terminate your account. For paid subscribers, material changes will not take effect until the end of your current billing period unless you expressly accept them earlier.

23. Force Majeure

mAlvn shall not be liable for any failure or delay in the performance of its obligations under these Terms to the extent caused by circumstances beyond its reasonable control, including but not limited to: acts of God, natural disasters, pandemics, war, terrorism, civil unrest, government actions, labor disputes, power outages, internet or telecommunications failures, cyberattacks, or failures of third-party service providers.

24. General Provisions

24.1 Entire Agreement. These Terms, together with the Privacy Policy, any applicable order forms, and any other agreements expressly incorporated by reference, constitute the entire agreement between you and mAlvn regarding the Service and supersede all prior or contemporaneous agreements, understandings, and communications.

24.2 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

24.3 Waiver. The failure of mAlvn to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of mAlvn.

24.4 Assignment. You may not assign or transfer these Terms or any rights or obligations hereunder without the prior written consent of mAlvn. mAlvn may assign these Terms without restriction. Any attempted assignment in violation of this section shall be void.

24.5 No Third-Party Beneficiaries. These Terms do not create any third-party beneficiary rights in any individual or entity that is not a party to these Terms.

24.6 Notices. All notices to mAlvn under these Terms must be sent to hello@maivn.io or to mAlvn, LLC, 3368 100th St, Urbandale, IA 50322. Notices to you will be sent to the email address associated with your account.

24.7 Relationship of the Parties. Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and mAlvn.

24.8 Headings. Section headings are for convenience only and shall not affect the interpretation of these Terms.

25. Contact Information

If you have any questions about these Terms of Service, please contact us:

mAlvn, LLC
3368 100th St

Urbandale, IA 50322
United States
Email: hello@maivn.io