

Terms of Services of Mexty.ai platform

Effective date: June 30th, 2025

Foreword and General Information

Welcome to **Mexty.ai**, a platform developed by MEXT SAS. Mexty.ai enables the creation of modular applications using React.js components, assisted by Artificial Intelligence (AI), which can be assembled into functional interactive experiences.

These experiences may take the form of interactive training modules, educational tools, or web applications that can be exported in formats such as SCORM or shared online as standalone React applications.

By accessing or using Mexty.ai, you agree to be bound by these Terms and Conditions of Use ("T&C").

Definitions

- **"User"** refers to any person with a Mexty.ai account.
- **"Content"** refers to any module, application, code, SCORM export, 2D/3D asset, or interactive component created or shared on the platform.
- **"Credit"** refers to the unit allowing use of AI generation or advanced services.
- **"Marketplace"** refers to the community space where users publish or monetize content.
- **"Fork"**: refers to a modified or derivative version of an existing content item..

Article 1 - Account Registration

A. Registration

To use Mexty.ai platform, you must create an account by providing accurate and complete information. You are responsible for maintaining the confidentiality of your account credentials and are liable for any activities conducted through your account.

B. Eligibility and children's information

You must have the legal authority to enter into these Terms on behalf of yourself or of the individual or entity you represent.

C. Consent to AI Processing

By registering, the user consents to having prompts and instructions processed by third-party AI services and confirms the understanding that generated content is created with the help of automated systems and not by human authors. Users must clearly disclose AI-generated content when publishing. AI results are not guaranteed to be accurate or reliable.

Article 2 – Use of AI Services

Mexty.ai integrates multiple third-party AI providers (e.g. Claude, ChatGPT) via a meta-routing infrastructure. Users may use these services to generate content such as:

- training or educational components;
- shareable interactive web experiences;
- general-purpose React-based applications.
- marketing microsites;

You agree to use Mexty.ai in compliance with all applicable laws and these Terms. You may not:

- Use the platform for unlawful, harmful, or unauthorized activities;
- Upload personal or confidential data to AI services;
- Use AI to generate content that is misleading, harmful, defamatory, hateful, obscene, or discriminatory;
- Use AI results as medical, legal, or financial advice;
- Attempt reverse engineering or the unauthorized use of MEXT technologies.

You are responsible for any Upload Data and resulting AI content, including ensuring the legality and transparency of your creations. MEXT SAS reserves the right to suspend accounts or remove content violating these terms..

Article 3 – Intellectual Property

A. Platform Ownership

Mexty.ai platform, including its software, design, and underlying technology, is owned and operated by MEXT SAS. All intellectual property rights related to Mexty.ai platform are the exclusive property of MEXT SAS.

B. Contents

Users retain ownership of their original creations. By publishing content publicly, users grant MEXT a non-exclusive, worldwide, royalty-free license to host, distribute, and allow forking per community rules.

Forked content may only be sold if:

- the original creator is credited;
- the forked version is priced higher than the original;
- a share of revenue is allocated to the original creator, per platform rules.

Third-party IP: Users must only upload content (e.g., characters, textures, audio, 3D/2D models) they own or are licensed to use. MEXT disclaims all liability in case of rights infringement, including the use of licensed IPs like Marvel, Disney, Sketchfab 3D assets, or similar. Users indemnify MEXT for any damages or legal costs arising from such infringements.

Article 4 – Marketplace

The marketplace allows Users to share, buy, or sell applications or components. MEXT charges a commission between 10% and 20% depending on the seller's subscription plan.

Withdrawals are processed in euros. A flat transaction fee may apply. MEXT handles VAT obligations as a reseller platform.

Article 5 – SCORM Export and Other Formats

Training modules can be exported as SCORM packages for Learning Management Systems (LMS). Other content types (e.g., web apps) can be exported as React code or hosted via the platform's sharing tools.

SCORM compatibility is offered on a best-effort basis. Exported files remain the property of the User.

Article 6 – Privacy and Data Security

A. Personal Data and Cookies

MEXT SAS collects, uses, and protects personal information collected on Mexty.ai platform in accordance with its Privacy Policy. By using Mext platform, you consent to the collection and use of your information as described in the Privacy Policy.

MEXT SAS is the data controller and processes personal data in accordance with GDPR. Cookies are limited to functional and anonymized analytics.

For any data-related inquiries or rights requests, contact the Data Protection Officer (DPO) at: **dpo@mext.app**

B. Data Security

Mext implements reasonable security measures to protect the confidentiality and the integrity of the data collected on the platform, as detailed in its Privacy Policy.

By using Mexty.ai platform services, you agree that you will not engage in any malicious activities or use the services in a manner that could harm, disable, overload, impair, or compromise the platform systems or security. Additionally, you must refrain from attempting to decipher any transmissions to or from the servers running the Services.

As highlighted in Article 1, when you create an account, you agree to maintain the security of your login and password and your account. If you share your credentials or you fail to secure them, you are liable for all activities conducted under your account.

Article 7 - Refunds

All purchases are final. Applications and components are available for preview or testing before purchase, and include code access for forking and reuse..

Article 8 – Suspension and Termination

MEXT SAS reserves the right to suspend or terminate any account that violates these T&C.

Users may request account closure at any time via their dashboard or by email.

Article 9 – Modification of the Terms and Conditions

MEXT SAS reserves the right to modify these Terms at any time. Any modifications will be effective upon posting the updated Terms on Mexty.ai platform or notifying Users through other means. By continuing to use Mexty.ai platform after the modifications, you agree to be bound by the updated Terms.

Article 10 – Subscriptions and Auto-Renewal

A. Subscription Plans

Some features of Mexty.ai may be available via paid subscription plans. When subscribing, users agree to the pricing, features, and billing cycle disclosed at the time of purchase.

B. Auto-Renewal

Unless canceled, subscriptions **automatically renew** at the end of each billing period (monthly or annually), and the applicable fees will be charged using the payment method on file.

C. Cancellation

You may cancel your subscription at any time through your account settings. Cancellation prevents future renewals but does not refund any charges already processed. Your access to premium features continues until the end of the current billing cycle.

D. Price Changes

MEXT SAS may update subscription pricing. In such cases, users will be notified at least **30 days in advance**, and continued use after the new rates take effect constitutes acceptance.

E. Failed Payments

If a renewal payment fails, MEXT SAS may retry the charge and/or suspend premium features until payment is completed.

Article 11 - Miscellaneous

A. Entire Agreement

These Terms constitute the entire agreement between you and MEXT SAS regarding your use of Mexty.ai platform and supersede any prior agreements or understandings.

B. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

C. Liability

To the fullest extent allowed by applicable law, under no circumstances and under no legal theory (including, without limitation, tort, negligence, contract, strict liability, or otherwise) shall MEXT SAS (or its licensors or suppliers) be liable to you or to any other person for:

- (a) any indirect, special, incidental or consequential damages of any nature whatsoever, including damages for loss of profits, loss of goodwill, work stoppage, accuracy of results, or computer failure or malfunction, damage to reputation, interruption of service and losses of any nature whatsoever that you claim to owe; or

(b) any amount, in the aggregate, greater than the greater of (i) €100 or (ii) amounts paid by you to MEXT SAS in connection with the Services during the twelve (12) month period preceding this applicable claim, or (iii) any matter beyond our reasonable control.

D. Governing Law and Jurisdiction

French law, to the exclusion of the provisions of the Vienna Convention on the International Sale of Goods, shall apply to these general terms and conditions and to the orders governed by them.

Subject to legal mandatory provisions, all disputes relating to these general terms and conditions and to the orders governed by them shall, failing an amicable settlement, be subject to the exclusive jurisdiction of the Courts of Paris.

Thank you for reading and agreeing to these Terms. If you have any questions, please contact us at contact@mext.app