

Terms of Use / Terms & Conditions

Mocart Ltd.

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Mocart Ltd. ("we", "our", "us" or the "Company") welcomes you ("User", "you" or "your") to our website at **www.mocart.io** and to our products, applications, and services (collectively, the "Service").

By accessing or using the Service, you agree to be bound by these Terms of Use / Terms & Conditions (the "Terms"). Your use of the Service is expressly conditioned on your compliance with these Terms. If you do not agree to any provision, you must immediately stop using the Service.

These Terms incorporate by reference our Privacy Policy and any additional policies or guidelines we may publish from time to time.

1. Representations & Warranties

You represent and warrant that: (i) you will access and use the Service in compliance with all applicable laws, rules and regulations; (ii) you have all rights, consents, and authority necessary to provide any information, data, images, videos, prompts, or other content submitted by you ("User Content"); (iii) all User Content is accurate, not harmful, free of malicious code, and does not infringe any third-party rights; and (iv) your use of the Service will not violate these Terms or any applicable law.

2. Use Restrictions

The Service and any content available through it ("Content") are provided for your internal business and informational use only. You may not: (a) make the Service or Content available to third parties except as permitted by us; (b) sell, resell, license, sublicense, distribute, rent, lease, or commercially exploit the Service or Content without our prior written consent; (c) use the Service to transmit illegal, unlawful, or unauthorized materials; (d) transmit malicious code; (e) interfere with the integrity or operation of the Service; (f) attempt to gain unauthorized access; (g) reverse engineer, decompile, or derive source code; or (h) misrepresent your identity or impersonate any person or entity.

3. Content & Intellectual Property

All Content made available by the Company is owned by or licensed to the Company and protected by intellectual property laws. You are granted a limited, non-exclusive, non-transferable, revocable license to use the Content solely in accordance with these Terms.

4. Proprietary Rights

The Company retains all rights, title, and interest in and to the Service, including all related intellectual property. These rights survive termination of these Terms.

5. Payments, Pricing, Feature Availability & Refunds

Certain features of the Service may be subject to fees. Pricing, plans, and billing terms are presented at the point of purchase and may change from time to time. Unless otherwise stated in writing, we offer a full refund within fourteen (14) days of initial purchase, provided that no paid features have been used (including, without limitation, generation, creation, download, or export of any assets or Content). Once any paid feature is used, you waive your right to a refund.

Feature Availability: Certain features may be in limited release, gated, or available only under specific agreements. Access to features is determined by your applicable plan, order form, or written contract with the Company. You will only be billed for features that are contractually available to you, and the Company does not represent that all features are available to all users at all times.

6. Third-Party Services

The Service may integrate or link to third-party websites, tools, or services. We do not control and are not responsible for third-party content, products, or services. Your use of third-party services is at your own risk and subject to their terms.

Specifically, Mocart integrates with the following third-party platforms when you choose to connect your accounts: **Meta Platforms, Inc.** (including **Facebook** and **Instagram**) through Meta's developer APIs, and **WooCommerce** and **Taboola** through their respective platform integrations. Each integration is governed by the third-party platform's terms of service, including Meta's Platform Terms (<https://developers.facebook.com/terms/>). You are responsible for complying with the third-party platform's terms when you use Mocart to interact with that platform. Mocart does not guarantee continued availability of any third-party integration; if a third-party platform changes or terminates its API access, the corresponding Mocart feature may be modified, paused, or removed.

7. Trademarks

All trademarks, service marks, product names, and logos appearing on the Service are the property of the Company or their respective owners. You may not use them without prior written consent.

The trademarks "**Meta**", "**Facebook**", "**Instagram**", "Messenger", "WhatsApp", and related logos are trademarks of Meta Platforms, Inc. Mocart's integration with Meta's services is permitted under Meta's brand guidelines and developer terms; Mocart is not affiliated with, endorsed by, or sponsored by Meta Platforms, Inc.

8. Human Representation & Likeness Policy

Mocart supports the creation of fictional, synthetic, and brand-owned human characters for advertising, UGC, and lifestyle content. The Service permits the use of real people only where you have the legal rights and explicit consent to use that individual's likeness (e.g., yourself, your employees, contracted models, or brand ambassadors).

The following are strictly prohibited:

- bullet Generation of public figures or celebrities.
- bullet Impersonation of any third party.
- bullet Use of a person's likeness without consent or legal rights.
- bullet Deepfake-style identity misuse or face replication for unauthorized subjects.
- bullet Sexual, pornographic, or exploitative content involving people.

You are required to confirm that you hold all necessary rights and consents before generating or using content involving real people. These restrictions are enforced at the platform level in addition to automated moderation by our technology providers. Any content flagged as violating these rules may be blocked, removed, or result in suspension or termination of your account.

8.5. User Responsibilities When Using Meta Integrations

When you connect a Facebook Page, Instagram Business account, or Meta Business Asset Library to Mocart through the Delivery Hub:

- bullet **You confirm that you have the right to manage the connected account.** Mocart relies on Meta's authentication to grant access; if you connect an account you do not own or have permission to manage, you violate both these Terms and Meta's Platform Terms.
- bullet **You are responsible for content you publish through Mocart.** Content you choose to publish to Meta platforms via Mocart appears under your account and is subject to Meta's community standards. Mocart's role is to facilitate the publishing action you initiated.
- bullet **You must comply with Meta's policies in addition to these Terms.** This includes Meta's Community Standards, Advertising Policies (where applicable), Platform Terms, and any future Meta policies relevant to your use.
- bullet **Mocart's access is revocable.** You may disconnect Mocart from any Meta account at any time, either through your Mocart account settings or directly through Meta (Facebook Settings → Apps and Websites → Mocart → Remove). When you revoke access, Mocart stops being able to act on that account and deletes stored Meta-derived data per our Privacy Policy.

9. Content Moderation & Enforcement

We may implement automated and manual moderation measures to enforce these Terms. We reserve the right to block, remove, or restrict access to any Content that violates these Terms or applicable law. We may suspend or terminate accounts for repeated or material violations.

Mocart does not automatically publish, distribute, or transfer generated content to third-party platforms without explicit user action. Where Mocart integrates with third-party platforms — for example, **Meta's Instagram, Facebook, or Meta Business Asset Library** through the Delivery Hub feature — content is only published or transferred after you have (a) connected your third-party account through that platform's authentication flow, (b) selected the specific asset to publish, and (c) clicked an explicit publish or push action inside Mocart. You may revoke Mocart's access to any connected third-party account at any time, either through Mocart's settings or directly through the third-party platform.

10. Disclaimer of Warranties

THE SERVICE IS PROVIDED "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR AVAILABILITY. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

11. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR BUSINESS, ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE.

12. Indemnification

You agree to indemnify, defend, and hold harmless the Company and its affiliates from any claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from: (a) your use of the Service; (b) your User Content; (c) your violation of these Terms; or (d) your infringement of any third-party rights.

13. Changes to the Terms

We may update these Terms from time to time. The "Last updated" date will reflect the most recent revision. Your continued use of the Service after any changes constitutes acceptance of the updated Terms.

14. Governing Law & Jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the State of Israel, without regard to conflict of law principles. The courts of Tel Aviv, Israel shall have exclusive jurisdiction over any disputes arising out of or relating to these Terms.

15. Miscellaneous

These Terms constitute the entire agreement between you and the Company regarding the Service. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect. Our failure to enforce any right or provision shall not be deemed a waiver.