

Cotivate Terms & Conditions

Effective Date: August 30th, 2026

Platforms Covered: www.cotivate.com and related products and services

THE AGREEMENT: THE AGREEMENT: These Terms & Conditions (hereinafter the “**Agreement**”) govern your access to and use of the digital platforms provided by Cotivate LLC (hereinafter referred to as the “**Company**”), including www.cotivate.com, all pages and features of the website, the Cotivate blog, and any related products or services offered by the Company (collectively, the “Digital Platforms”).

By accessing or using the Digital Platforms, you agree to be bound by this Agreement.

I. DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- A. Company, Us, We: The Company, as the creator, operator, and publisher of the Digital Platforms, makes the Digital Platforms available to users. Cotivate LLC, Company, Us, We, Our, Ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- B. You, the User, the Client: You, as the user of the Digital Platforms, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- C. Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

II. ASSENT & ACCEPTANCE

By accessing or using the Digital Platforms, you affirm that you have thoroughly read and understood this Agreement and consent to be legally bound by its terms. If you do not accept these terms, you must immediately cease using the Digital Platforms. The Company grants you

access to the Digital Platforms solely on the condition that you accept and comply with this Agreement.

III. AGE RESTRICTION

You must be at least 18 (eighteen) years of age to use the Digital Platforms. By accessing and using the Digital Platforms, you affirm and warrant that you are at least 18 years old and possess the legal right and ability to enter into this Agreement. The Company will not be liable for any false representation of your age.

IV. LICENSE TO USE WEBSITE

The Company may provide you with various types of information as a result of your use of the Digital Platforms, including, but not limited to, documentation, data, or information created by the Company, along with other resources that might support your use of the Digital Platforms (“Company Materials”). Under this Agreement, the Company grants you a non-exclusive, limited, non-transferable, and revocable license to utilize the Company Materials solely for your use of the Digital Platforms. The Company Materials are not to be used for any purpose beyond this scope, and this license will end when you stop using the Digital Platforms or when this Agreement is terminated.

V. INTELLECTUAL PROPERTY

You acknowledge that the Digital Platforms are the exclusive property of the Company, encompassing all copyrights, trademarks, trade secrets, patents, and other intellectual property (“Company IP”). You recognize that the Company retains all rights, title, and interest in the Company IP and commit not to use the Company IP for any illegal or infringing activities. You agree to refrain from copying, distributing, or disseminating the Company IP in any form, including electronically or through the registration of any new trademarks, trade names, service marks, or Uniform Resource Locators (URLs), without the explicit written consent of the Company.

- A. In order to facilitate your use of the Digital Platforms, you grant the Company a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit, and create derivative works from any content you publish, upload, or make available to the Digital Platforms (“Your Content”). The Company does not claim any additional proprietary rights in Your Content.

- B. If you believe that any of your intellectual property rights have been infringed or violated by the dissemination of information or media by another user on our Digital Platforms, please contact us to report the issue.

VI. USER OBLIGATIONS

As a user of the Digital Platforms, you may be required to register with us. During this process, you will select a user identifier, which could be your email address or another unique term, along with a password. You may also be asked to provide personal details, including, but not limited to, your name. It is your responsibility to ensure the accuracy of this information, which will facilitate your access to and use of the Digital Platforms. You must keep this identifying information confidential and not share it with any third party. If you suspect that your identifying information has been compromised, you are obliged to inform us immediately in writing, with email notification being acceptable. You are responsible for safeguarding your identifying information and for notifying us about any updates or changes to it. Providing false or inaccurate information, or utilizing the Digital Platforms or for fraudulent or illegal activities, constitutes grounds for immediate termination of this Agreement.

VII. ACCEPTABLE USE

You agree not to use the Digital Platforms for any unlawful purposes or in any manner that is prohibited under this clause. You also agree not to use the Digital Platforms in any way that could harm the Digital Platforms or the overall business of the Company.

- A. You agree that in using the Digital Platforms, you will not engage in any activities that contribute to or consist of what is defined herein as “Objectionable Content.” For the purposes of this Agreement, Objectionable Content includes, but is not limited to, content that is designed to:
 - 1. Harass, abuse, or threaten others or otherwise violate any person’s legal rights;
 - 2. Violate any intellectual property rights of the Company or any third party;
 - 3. Upload or otherwise disseminate any computer viruses or other software that may damage the property of another;

4. Perpetrate any fraud;
5. Engage in or create any unlawful gambling, sweepstakes, or pyramid scheme;
6. Publish or distribute any obscene or defamatory material;
7. Publish or distribute any material that incites violence, hate, or discrimination towards any group;
8. Unlawfully gather information about others.

VIII. REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- A. Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Digital Platforms;
- B. Violate the security of the Digital Platforms through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

IX. DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Digital Platforms is at Your own risk.

X. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company and its affiliates (if applicable) from and against any and all legal claims and demands, including reasonable attorney's fees, arising from or related to your use or misuse of the Digital Platforms, your violation of this Agreement, or your conduct and actions. You acknowledge that the Company has the right to select its own legal counsel and may participate in its own defense if it chooses to do so.

XI. SPAM POLICY

You are strictly prohibited from using the Digital Platforms for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

XII. THIRD-PARTY LINKS & CONTENT

The Company may occasionally provide links to third-party websites or services through the Digital Platforms. You agree that the Company is not responsible or liable for any loss or damage incurred as a result of your use of any third-party services or websites accessed through our Digital Platforms.

XIII. MODIFICATION & VARIATION

The Company may, periodically and at any time, modify this Agreement without prior notice to you. You acknowledge that the Company reserves the right to make changes to this Agreement or update any of its contents. You agree that all modifications or changes to this Agreement become effective immediately upon their posting on the Digital Platforms. Any such modifications or alterations will supersede previous versions of this Agreement, unless the older versions are specifically referenced or included in the latest modification or update.

- A. In the event that any portion of this Agreement is deemed invalid or unenforceable by a court of law, you agree that the prior, effective version of this Agreement will be considered enforceable and valid to the greatest extent possible.
- B. We encourage you to periodically review this Agreement for changes. Your continued use of the Digital Platforms after any revised Agreement becomes effective constitutes your acceptance of the revised Agreement.

XIV. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties regarding the use of the Digital Platforms and supersedes all prior or contemporaneous agreements, understandings, written or oral, concerning the use of the Digital Platforms.

XV. SERVICE INTERRUPTIONS

The Company may need to interrupt your access to the Digital Platforms to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Digital Platforms may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

XVI. TERM, TERMINATION & SUSPENSION

The Company may terminate this Agreement with you at any time for any reason, with or without cause. The Company expressly reserves the right to terminate this Agreement if you breach any of its terms, including, but not limited to, infringing on the intellectual property rights of the Company or a third party, failing to adhere to applicable laws or other legal obligations, and/or disseminating or publishing illegal content. Upon the termination of this Agreement, any provisions that by their nature are intended to survive termination will remain in effect.

XVII. NO WARRANTIES

You acknowledge that your use of the Digital Platforms is at your sole and exclusive risk and that the Digital Platforms provided by us are on an “As Is” basis. The Company expressly disclaims all express or implied warranties of any kind, including but not limited to the implied warranties of fitness for a particular purpose and merchantability. The Company does not guarantee that the Digital Platforms will meet your requirements, or that the operation will be uninterrupted, error-free, or secure. Furthermore, the Company makes no warranties regarding the reliability or accuracy of any information accessed on the Digital Platforms. You accept that any damage to your computer system, loss of data, or other harm that results from your use of the Digital Platforms is your sole responsibility, and the Company is not liable for any such damage or loss.

XVIII. LIMITATION ON LIABILITY

The Company is not liable for any damages that may arise from your use of the Digital Platforms to the fullest extent permitted by law. The maximum liability of the Company arising from or related to this Agreement is limited to the greater of one hundred (\$100) US Dollars or the amount you have paid to the Company in the last six (6) months. This limitation applies to all claims by you, including but not limited to, lost profits or revenues, consequential or punitive damages, negligence, strict liability, fraud, or torts of any kind.

XIX. GENERAL PROVISIONS:

- A. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- B. **JURISDICTION, VENUE & CHOICE OF LAW:** Through Your use of the Digital Platforms, You agree that the laws of the State of Ohio shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Greene County, Ohio. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.
- C. **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in the following county: Greene County. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the State of Ohio. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this subpart, be litigated.* The Parties, in agreement with this subpart of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.
- D. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by You. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.
- E. **SEVERABILITY:** If any portion or specific provision of this Agreement is determined to be invalid or unenforceable by a court of law or competent arbitrator, the remaining

sections and provisions will be enforced to the fullest extent permissible. Under such circumstances, the rest of this Agreement will remain valid and in effect.

- F. **NO WAIVER:** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or subpart of this Agreement will not constitute a waiver of any other part or subpart.
- G. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- H. **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- I. **FORCE MAJEURE:** The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- J. **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or fax. For any questions or concerns, please email Us at the following address: cotivateapp@gmail.com.