

## **Cultivated Synergy Terms of Service**

### *OUR TERMS.*

Cultivated Synergy, LLC (“we” or “us”) owns and operates the website at [www.cultivatedsynergy.com](http://www.cultivatedsynergy.com) (the “Site”), where you can find information about our products and services. These Website Terms and Conditions (the “Website Terms”) describe the rights and obligations of an unregistered website user or visitor (“user” or “you”) in connection with your use of the Site. By accessing or using the Site in any way, including as an unregistered website visitor, you agree to be bound by these Website Terms and our Privacy Policy. These Website Terms apply only to your use of the Site, and the content made available on or through the Site, as an unregistered website user or visitor. If you use or access our physical space, login restricted-access web-based services, your use of such space, services or program is subject to the terms and conditions you received or accepted when you signed up for such space, services or program. From time to time, we may make modifications, deletions or additions to the Site or these Website Terms. Your continued use of the Site following the posting of any changes to the Website Terms constitutes acceptance of those changes.

### *ELIGIBILITY.*

The Site and services it describes are available only to individuals who are at least 18 years old, unless we specify otherwise. No one under this age may access or use the Site or provide any personal information through the Site.

### *RESPONSIBILITY.*

As a user, you are responsible for all of your activity in connection with the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to access or use the Website.

### *CONTENT*

The text, images, videos, audio clips, software and other content generated, provided, or otherwise made accessible on or through the Site (collectively, “Content”) are contributed by us and our licensors. We and our licensors retain all proprietary rights in the Site and the Content made available on or through the Site, and, except as expressly set forth in these Website Terms, no rights are granted to any Content. Subject to these Website Terms, we grant each user of the Site a worldwide, non-exclusive, non-sublicensable and non-transferable license to use (i.e., to download and display locally) Content solely for viewing, browsing and using the functionality of the Site. All Content is for general informational purposes only. We reserve the right, but do not have any obligation to monitor, remove, edit, modify or remove any Content, in our sole discretion, at any time for any reason or for no reason at all.

### *DISCLAIMER; LIMITATION OF LIABILITY.*

To the extent permitted by law, we and our affiliates, parents, and successors and each of our and their employees, assignees, officers, agents and directors (collectively, the “Cultivated Synergy Affiliates”) disclaim all warranties and terms, express or implied, with respect to the Site, Content or services (including third party services) on or accessible through the Site,

including any warranties or terms of merchantability, fitness for a particular purpose, title, non-infringement and any implied warranties, or arising from course of dealing, course of performance or usage in trade. In no event shall the Cultivated Synergy Affiliates be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the Site for any special, indirect, incidental, punitive, compensatory or consequential damages of any kind whatsoever (however arising).

#### *REGISTRATION AND SECURITY.*

As a condition to using Content, you may be required to register with us and select a password and username ("User ID"). You shall provide us with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of this Terms of Use, which may result in immediate termination of your account. You may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than you without appropriate authorization. We reserve the right to refuse registration of or cancel a Company User ID in our discretion. You are responsible for maintaining the confidentiality of your password.

#### *THIRD-PARTY MATERIALS.*

The Website may display, include or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). You acknowledge and agree that we are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials and links thereto are provided solely as a convenience to you and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

#### *MISCELLANEOUS.*

These Website Terms shall be governed by and construed in accordance with the laws of the State of Colorado, excluding its conflicts of law rules, and the United States of America.

If you have any questions, complaints, or claims with respect to the Site, you may contact us via phone ( 720) 316-3541 or via email at [contact@cultivatedsynergy.com](mailto:contact@cultivatedsynergy.com). Cultivated Synergy 2901 Walnut Street Denver, CO 80205.