

Cultiveit

Terms of Service

Last Modified: February 8, 2021

Thank you for using the Cultiveit website at Cultiveit.io (the “Site”) and using Cultiveit, Inc.’s (“Company” or “we” or “our” or “us”) corresponding service that allows (a) employers (“Employers”) to purchase credits (“Credits”) for third party goods and services (“Merchant Products”) designed to relieve and prevent employee burnout; (b) employees (“Employees”) to redeem Credits for such Merchant Products; and (c) Employees and other users to otherwise directly purchase such Merchant Products without the use of Credits (such service collectively with the Site, the “Service”). These Terms of Service (“Agreement”) governs your browsing, viewing and other use of the Service, including purchases of Merchant Products.

Please read this Agreement carefully, as it (among other things) provides in Section 17 that you and the Company will arbitrate certain claims instead of going to court and that you will not bring class action claims against the Company. Please only create a Service account or otherwise use the Service if you agree to be legally bound by all terms and conditions herein. If you are viewing this on your mobile device, you can also view this Agreement via a web browser at Cultiveit.io. Your acceptance of this Agreement creates a legally binding contract between you and the Company. If you do not agree with any aspect of this Agreement, then do not create a Service account or otherwise use the Service.

Note for Children. Use of the Service by anyone under the age of 18 is prohibited. By using the Service, you represent and warrant that are you at least 18 years of age.

The Company’s Privacy Policy, at Cultiveit.io (the “Privacy Policy”), describes the collection, use and disclosure of data and information by the Company in connection with the Service. The Privacy Policy, as may be updated by the Company from time to time in accordance with its terms, is hereby incorporated into this Agreement, and you hereby agree to the collection, use and disclose practices set forth therein.

The Service allows for users to upload content that may be viewed by other users. As further described in Section 10.4, inappropriate content, including without limitation content that is obscene, pornographic or defamatory, is not allowed and is subject to removal. If you see any prohibited content within the Service, please notify the Company. Users who upload prohibited content may have their accounts terminated.

1. How it Works. The Service allows Employers to purchase Credits, provide those Credits to Employees and for Employees to use those Credits to purchase Merchant Products. The Service also allows any user to directly purchase Merchant Products.

2. Login Credentials.

2.1. *Login Credentials.* In order to use portions of the Service, you may be required to register by providing certain information. We may ask you to complete a registration form and create a user name and password (“Login Credentials”). You are responsible for protecting your Login Credentials from unauthorized use, and you are responsible for all activity that occurs on your account (including, without limitation, financial obligations). You agree to notify us immediately if you believe that your Login Credentials have been or may be used without your permission so that appropriate action can be taken. We are not responsible for losses or damage caused by your failure to safeguard your Login Credentials.

2.2. *Account Information.* During your registration, you shall give truthful information about you (such as name, email address, physical address and phone number) (collectively, together with the information described in Section 2.1, “Account Information”). You are responsible for keeping your Account Information up to date and ensuring that it is accurate. We may contact you to verify your Account Information. We may ask you for additional information, for example for the purpose of fraud prevention, and we may suspend you from our Service or terminate this Agreement if you do not provide such information within a reasonable period. You represent, warrant and covenant to us that all Account Information is and shall remain accurate and up to date.

3. Credits.

3.1. In the event you are an Employee and received Credits from your Employer, you may redeem those Credits for Merchant Products on the Service. Credits have no independent cash value and cannot be redeemed for cash or products and services other than the Merchant Products. Credits are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any Credits.

3.2. Company makes no representation that the Merchant Products on the Service when the Credits are redeemed will be the same Merchant Products as when the Credits were purchased, or that such Merchant Products will be listed at the same price.

3.3. Credits may expire. Please review any additional terms and conditions provided when you purchase or redeem Credits. Such additional terms and conditions are hereby integrated and made a part of this Agreement.

4. Merchant Products.

4.1. The Service may make available listings, descriptions, and images of Merchant Products which are made available by third parties. We make no representations as to the completeness, accuracy, reliability, validity, or timeliness of such listings, descriptions, or images (including any features, specifications, and prices contained on the Service). Such information and the availability of any Merchant Product are subject to change at any time without notice.

4.2. All Merchant Product orders are fulfilled by the applicable third-party sellers of Merchant Products (“Merchant Retailers”). While we will make commercially reasonable efforts to promptly place your order with the applicable Merchant Retailer after your purchase, we have no responsibility or liability in connection with order fulfillment or the acts or omissions of Merchant Retailers, including in connection with their fulfillment of any order. Without limiting the foregoing, Company expressly disclaims any liability in connection with any Merchant Product and any Merchant Retailer’s negligence or other errors or omissions.

4.3. We have made efforts to accurately display the attributes of Merchant Products, including the applicable colors. However, as the actual colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any color will accurately reflect actual product color or finish. In addition, certain weights, measures, and similar descriptions are approximate and are for convenience only.

4.4. Company is not responsible for, and cannot guarantee the performance of, goods and services provided by third parties, including any Merchant Retailers, our advertisers, or other third parties to whose sites we link. While our goal is to provide accurate information, product packaging and material may contain more and/or different information than that provided on the Service, including the product description, country of origin, nutrition, ingredient, allergen, and other information. Always read labels, warnings, directions, and other information provided with the product before using the Merchant Product. For additional information about a Merchant Product, please contact the manufacturer. If you find a Merchant Product is not as described, your sole remedy is to return it in unused condition to the applicable Merchant Retailer, in accordance with such Merchant Retailer’s return policy. It is your responsibility to ascertain and obey all applicable local, state, federal, and foreign laws (including minimum age requirements) regarding the purchase, possession, and use of any Merchant Product.

5. Representations and Warranties. You represent, warrant and covenant that, in connection with this Agreement or the Service, you will not and will not attempt to: (i) violate any laws, third party rights or our community guidelines and other policies; (ii) re-join or attempt to use the Service if the Company has banned or suspended you; (iv) defraud the Company or another user; or (iii) use another user’s account or allow another person to use your user account. Any illegal activities undertaken in connection with the Service may be referred to the authorities.

6. Ownership; Proprietary Rights. As between you and the Company, the Company owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the Service and all usage and other data generated or collected in connection with the use thereof (the “Company Materials”). Except for as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of the Company Materials. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithm or programs underlying the Company Materials. The Company reserves the right to modify or discontinue the Service or any version(s) thereof at any time in its sole discretion, with or without notice. You may provide suggestions, comments, ideas,

or other information, in any form, in connection with the Company Materials ("Feedback"), and you hereby grant to Company a nonexclusive, perpetual, irrevocable, royalty-free and fully paid up license to use, copy, display, modify, create derivative works of and distribute any such Feedback, for the purpose of improving the operation, functionality or use of its existing and future product offerings.

7. Third Party Sites. The Service may include advertisements or other links that allow you to access web sites or other online services that are owned and operated by third parties. You acknowledge and agree that the Company is not responsible and shall have no liability for the content of such third party sites and services, products or services made available through them, or your use of or interaction with them.

8. Payments.

8.1. *Order Acceptance and Payment Processing.* Payment processing for the Service and any Merchant Product purchased through the Service is provided by such third-party payment processor as we may utilize from time to time ("Payment Processor"). Credits are also processed through our Payment Processor. Company does not collect or store your credit card information. You can find out more about our privacy practices in our Privacy Policy. By providing a credit card or other payment method accepted by Company and using the Service, you represent and warrant that you are authorized to use the designated payment method. If you are not paying with Credits and if the payment method you provide cannot be verified, is invalid or is otherwise not acceptable, your account may be suspended or cancelled. You must resolve any problem we or our Payment Processor encounter in order to proceed with your purchase or use of your account. Prior to accepting an order we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information, or problems identified by our Payment Processor. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

8.2. By confirming your purchase at the end of the checkout process, you agree to (i) surrender any applicable Credits and apply such Credits to your purchase; and/or (ii) accept and pay for the applicable Service and/or Merchant Products, as well as all shipping and handling charges and applicable taxes.

8.3. Company reserves the right, including without prior notice, to limit the quantity of items purchased per person, per household, or per order for any reason. We will attempt to notify you should such limits be applied. Company also reserves the right, at our sole discretion, to prohibit sales to dealers or resellers. For purposes of this Agreement, "reselling" will be defined as purchasing or intending to purchase any Merchant Product(s) through the Service for the purpose of engaging in a commercial sale of the same Merchant Product(s) to a third party.

9. Pricing Information; Availability.

9.1. Company cannot confirm the price or availability of a Merchant Product until after your order is placed. Pricing or availability errors may occur on the Services or through Merchant Retailers. The receipt of an order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a Merchant Product. Company reserves the right to cancel any orders containing pricing or availability errors, with no further obligations to you, even after your receipt of an order confirmation or shipping notice from Company or the applicable Merchant Retailer. Company may, at its discretion, either contact you for instructions or cancel your order and notify you of such cancellation.

9.2. *Promotional Codes.* Promotional codes are limited in nature and may expire or be discontinued with or without notice. Promotional codes are void where prohibited by law. Promotional codes may not be copied, sold, or otherwise transferred. They are not redeemable for cash and are subject to cancellation or change at any time for any reason without notice. We reserve the right in our discretion to impose conditions on the offering of any promotional code.

9.3. *Shipping and Delivery.* Orders for Merchant Products will be fulfilled by the applicable Merchant Retailer. The Merchant Retailer will ship to an address designated by you, if applicable, so long as such address is complete and complies with the shipping restrictions contained on the Service. Risk of loss and title for Merchant Products will be in accordance with the applicable Merchant Retailer's shipping terms, and if none are provided, risk of loss and title for Merchant Products will pass to you upon delivery of the Merchant Products to the carrier by the Merchant Retailer. Delivery of Merchant Products to addresses outside the United States may be limited. Some Merchant Products may have restricted delivery within the United States. Estimated delivery times are determined based on the method of shipping chosen when Merchant Products are purchased and the destination of the Merchant Products. For clarity, Company shall not have any liability with respect to fulfillment, loss and shipping of Merchant Products from the Merchant Retailer to you.

9.4. *Export Policy.* You acknowledge that (a) goods sold through the Service, and (b) any software or technology purchased, downloaded, or used from the Service, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received, and you agree to comply with all applicable laws. You agree, represent, and warrant that no Company Materials or Merchant Products will be accessed from, downloaded in, released in, carried to, transferred to, transshipped through, exported to, or re-exported (collectively "transferred") to any territory (or national resident thereof), person, entity, or organization to which such Company Materials or Merchant Products could not be transferred directly from the United States or by a U.S. person without a license, including without limitation to any person on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List.

10. User Content

10.1. The Service may allow you and other users to upload, post and share text, images, audio and video, including in a manner such that it may be viewed by other end users of the Service (“User Content”). You acknowledge that all posted User Content is stored on and made available through the Service by the Company’s servers and not on your device.

10.2. You understand that all User Content is provided to you through the Service only on an “as-available” basis and the Company does not guarantee that the availability of User Content will be uninterrupted or bug free. You agree you are responsible for all of your User Content and all activities that occur under your user account.

10.3. You hereby grant the Company a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, display, transmit and prepare derivative works of your User Content, and to additionally distribute and publicly perform User Content in connection with the Service and the Company’s (and its successor’s) business, in any media formats and through any media channels. You also hereby grant to each user of the Service a non-exclusive license to access, view and/or download your User Content as permitted by the functionality of the Service and this Agreement.

10.4. In connection with your User Content, you further agree that you will not: (i) use material that is subject to third party intellectual property or proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant the Company all of the license rights granted herein; (ii) use material that is unlawful, defamatory, libelous, threatening, pornographic, obscene, harassing, hateful, racially or ethnically offensive or encourages conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate; or (iii) post advertisements or marketing content or solicitations of business, or any content of a commercial nature. The Company may investigate an allegation that any User Content does not conform this to Agreement and may determine in good faith and in its sole discretion whether to remove such User Content, which it reserves the right to do at any time. If you are a copyright holder and believe in good faith that your content has been made available through the Service without your authorization, you may follow the process outlined at [url] to notify the Company’s designated agent (pursuant to 17 U.S.C. § 512(c)) and request that the Company remove such content.

10.5. You hereby acknowledge that you may be exposed to User Content from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Service, and further acknowledge that the Company does not control the User Content posted by Service users and does not have any obligation to monitor such content for any purpose.

11. Prohibited Uses. As a condition of your use of the Service, you will not use the Service for any purpose that is unlawful or prohibited by this Agreement. You may not use the Service in any manner that in our sole discretion could damage, disable, overburden, impair or interfere with any other party’s use of it. You may not obtain or

attempt to obtain any materials or information through any means not intentionally made available through the Service. You agree not to scrape or otherwise use automated means to access or gather information from the Service, and agree not to bypass any robot exclusion measures we may put into place. In addition, you agree not to use false or misleading information in connection with your user account, and acknowledge that we reserve the right to disable any user account with a profile which we believe (in our sole discretion) is false or misleading (including a profile that impersonates a third party).

12. Additional Terms. When you use certain features or materials on the Service, or participate in a particular promotion, event or contest through the Service, such use or participation may be subject to additional terms and conditions posted on the Service. Such additional terms and conditions are hereby incorporated within this Agreement, and you agree to comply with such additional terms and conditions with respect to such use or participation.

13. Termination. You may terminate this Agreement at any time, for any reason or for no reason, by deleting your Service account by contacting us at hello@cultiveit.io. You agree that the Company, in its sole discretion and for any or no reason, may terminate this Agreement, your account or your use of the Service, at any time and without notice. The Company may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice. You agree that the Company shall not be liable to you or any third-party for any such termination. Sections 2.1, 3.2, 3.3, and 4 through 19 will survive any termination of this Agreement.

14. Disclaimers; No Warranties. THE SERVICE AND ANY USER CONTENT, INFORMATION OR OTHER MATERIALS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING, COMPANY OFFERS NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE MERCHANT PRODUCTS AND DISCLAIMS ANY LIABILITY WITH RESPECT TO MERCHANT PRODUCTS TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. THE COMPANY AND ITS LICENSORS, SERVICE PROVIDERS AND PARTNERS DO NOT WARRANT THAT THE FEATURES AND FUNCTIONALITY OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICE OR THE SERVERS THAT MAKE AVAILABLE THE FEATURES AND FUNCTIONALITY THEREOF ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE FOREGOING DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

15. Indemnification. You agree to indemnify and hold the Company and its affiliated companies, and each of their officers, directors and employees, harmless from any claims, losses, damages, liabilities, costs and expenses, including reasonable attorney's fees, (any of the foregoing, a "Claim") arising out of or relating to your use or misuse of the Service, breach of this Agreement or infringement, misappropriation or violation of the intellectual property or other rights of any other person or entity, provided that the foregoing does not obligate you to the extent the Claim arises out of the Company's willful misconduct or gross negligence. The Company reserves the right, at our own expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims.

16. Limitation of Liability and Damages. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT ARISE OUT OF OR RELATE TO THE SERVICE, INCLUDING YOUR USE THEREOF, OR ANY OTHER INTERACTIONS WITH THE COMPANY, EVEN IF THE COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE THE COMPANY'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS OR SERVICE PROVIDERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE SERVICE EXCEED ONE HUNDRED U.S. DOLLARS.

17. Arbitration.

17.1. *Agreement to Arbitrate.* This Section 17 is referred to herein as the "Arbitration Agreement." The parties agree that any and all controversies, claims, or disputes between you and Company arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

17.2. *Class Action Waiver.* THE PARTIES AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER

ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).

17.3. *Procedures.* Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would, including without limitation, the limitation of liability provisions in Section 16. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against the Company.

17.4. *Venue.* The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Company may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.

17.5. *Governing Law.* The arbitrator will decide the substance of all claims in accordance with the laws of the state of California, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Service users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

17.6. *Costs of Arbitration.* Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.

17.7. *Confidentiality.* All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

17.8. *Severability.* If a court decides that any term or provision of this Arbitration Agreement other than Section 17.2 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of Section 17.2 is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of this Agreement will continue to apply.

18. Miscellaneous. The Company may make modifications, deletions and/or additions to this Agreement ("Changes") at any time. Changes will be effective: (i) thirty (30) days after the Company provides notice of the Changes, whether such notice is provided through the Service user interface, is sent to the e-mail address associated with your account or otherwise; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first. Under this Agreement, you consent to receive communications from the Company electronically. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to this Agreement or the Service that is not subject to arbitration under Section 17 shall be filed only in the state or federal courts in California (or a small claims court of competent jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. The failure of any party at any time to require performance of any provision of this Agreement shall in no manner affect such party's right at a later time to enforce the same. A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction. This is the entire agreement between us relating to the subject matter herein and shall not be modified except in a writing, signed by both parties, or by a change to this Agreement made by the Company as set forth herein.

19. More Information; Complaints. The services hereunder are offered by Cultiveit, Inc., located at 2423 Webster Street, Berkeley, CA 94705, telephone: (305) 310-4800. If you are a California resident, we are required to inform you that you may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs via mail at 1625 North Market Blvd., Suite N112, Sacramento, CA 95834 or telephone at (916) 445-1254 or (800) 952-5210. Hearing impaired users can reach the Complaint Assistance Unit at TDD (800) 326-2297 or TDD (916) 322-1700.