

Terms and Conditions

Chakra Software Terms & Conditions

For the purposes of this Privacy Policy, unless otherwise noted, all references to "Chakra Software" include Chakra Software and Cultivate-App.com.

Chakra Software App Agreement

Please read carefully, as it's important for us that you know your rights.

This application, referred to as the "App", is an online information service provided by Chakra Software. By accessing and using this App, you agree to be bound by its terms and conditions. Please read them carefully before using the App. If you do not agree to these terms, please do not use the App. Chakra Software may modify this agreement at any time, and such modifications shall be effective immediately upon posting of the modified agreement. We advise you to review the agreement periodically to be aware of such modifications. Your continued access or use of the App shall be deemed your conclusive acceptance of the modified agreement.

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TRADEMARKS

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1. Use of the App

Chakra Software does not operate, control, or endorse any information, products, or services on the Internet besides its own. Except for information, products, or services that are identified as being supplied by Chakra Software, all other information on the App or the Internet generally is offered by third parties that are not affiliated with Chakra Software. We do not guarantee that files available for downloading through the App will be free of infection or viruses, worms, Trojan horses, or other code that manifests contaminating or destructive properties. You are responsible for implementing sufficient procedures to satisfy your particular requirements for the accuracy of data input and output, and for maintaining a means external to the App for the reconstruction of any lost data.

You assume total responsibility and risk for your use of the App and the Internet. Chakra Software provides the App and related information "as is" and does not make any express or implied warranties, representations, or endorsements whatsoever. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, services, merchandise, and other information provided through the App or on the Internet generally. Chakra Software does not warrant that the App will be uninterrupted or error-free or that defects in the App will be corrected.

You understand further that the Internet contains unedited materials, some of which are sexually explicit or may be offensive. Your access to such materials is at your risk. Chakra Software has no control over and accepts no responsibility whatsoever for such materials.

LIMITATION OF LIABILITY

In no event will Chakra Software be liable for (I) any incidental, consequential, or indirect damages arising out of the use of or inability to use the App or any information, or transactions provided on the App or downloaded from the App, even if Chakra Software or its authorized representatives have been advised of the possibility of such damages, or (II) any claim attributable to errors, omissions,

or other inaccuracies in the App and/or materials or information downloaded through the App.

As some states do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. In such states, Chakra Software's liability is limited to the greatest extent permitted by law.

Chakra Software makes no representations whatsoever about any other website which you may access through this App or which may link to this App. When you access a non-Chakra Software website, please understand that it is independent of Chakra Software and that Chakra Software has no control over the content on that website. In addition, a link to a Chakra Software website does not mean that Chakra Software endorses or accepts any responsibility for the content, or the use, of such website.

2. Data Collection and Use

Chakra Software collects user assessment data to provide personalized insights and data dashboards through the App. We are committed to storing this data securely and using it to enhance the user experience. Aggregate data, consisting of information from 10 or more individuals, may be used to create research reports. This data is anonymized to ensure individual privacy and is used solely for the purpose of advancing understanding in the field of personal development and wellness.

User Consent and Rights: By using this App, you consent to the collection, use, and storage of your assessment data as described. You retain the right to access, correct, or delete your personal data and may withdraw your consent at any time.

Data Security and Confidentiality: We prioritize the security of your data. Appropriate measures are in place to protect against unauthorized access, disclosure, or misuse of your information.

Aggregate Data for Research: Individual data will not be reported in our research reports. Only aggregated data from groups of 10 or more individuals will be used to ensure that no individual can be identified from the data reported.

User Data Dashboards: Users have access to personalized dashboards to review their insights in a manner that respects user privacy and data security.

Data Retention Policy: Chakra Software will retain user data in a secure manner indefinitely. This allows us to continually improve the user experience and build a

research database. Users have the right to request the deletion of their data, which we will execute in accordance with our data deletion criteria.

Children's Parental Guidance: Our app aims to benefit the wellness of individuals of all ages. However, users under the age of 13 are required to obtain parental consent before using the App.

Data Breach Notification Protocol: In the unlikely event of a data breach, Chakra Software will promptly notify affected users via email and through notifications within the App. We will also provide information on the nature of the breach, the data affected, and the measures taken to address the breach.

User Responsibilities: Users are responsible for maintaining the confidentiality of their account and login credentials and for all activities that occur under their account. Users agree to use the App lawfully and in compliance with these Terms & Conditions.

Changes to Terms & Conditions: Any changes to these Terms & Conditions will be notified to users within the App. We encourage users to review the Terms & Conditions periodically to stay informed of any changes.

Contact Information: For any questions or concerns regarding privacy or data usage, users can reach out to us through our website: Cultivate-App.com.

Third-Party Services: Chakra Software may integrate with third-party services, such as future meditation apps, to enhance user experience. These integrations may involve sharing certain user data with third parties. Users will be notified and consent will be sought where necessary.

Cancellation/Termination Policy: Users can delete their account at any time through the App. Upon account deletion, user data may be retained and used for research purposes only. Users can contact Chakra Software directly to request the complete deletion of their data, which we will comply with in accordance with our data retention policy.

3. Indemnification

You agree to indemnify, defend, and hold harmless Chakra Software, its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the App from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of this

Agreement (including negligent or wrongful conduct) by you or any other person accessing the App.

4. Third Party Rights

The provisions of paragraphs 2 (Use of the App), and 3 (Indemnification) are for the benefit of Chakra Software and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the App. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

5. Termination

This Agreement may be terminated by either party without notice at any time for any reason. The provisions of paragraphs 1 (Copyright, Licenses, and Idea Submissions), 2 (Use of the App), 3 (Indemnification), 4 (Third Party Rights), and 6 (Miscellaneous) shall survive any termination of this Agreement.

6. Miscellaneous

This Agreement shall be governed and construed in accordance with the laws of the United States of America. You agree that any legal action or proceeding between Chakra Software and you for any purpose concerning this Agreement or the parties' obligations hereunder shall be brought exclusively in a federal or state court of competent jurisdiction sitting in the United States of America. Any cause of action or claim you may have with respect to the App must be commenced within one (1) year after the claim or cause of action arises. Chakra Software's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Chakra Software may assign its rights and duties under this Agreement to any party at any time without notice to you.

Any rights not expressly granted herein are reserved.

Chakra Software

Website: Cultivate-App.com