

# COCOTAROT TERMS OF USE

**Effective Date:** [January 19, 2021]

Welcome to the CocoTarot Website!

BY ACCESSING OR USING THE WEBSITE YOU ARE INDICATING THAT YOU HAVE READ AND UNDERSTAND THE TERMS, AND THAT YOU AGREE TO COMPLY WITH AND BE LEGALLY BOUND BY THE TERMS.

PLEASE READ THESE TERMS OF USE, OUR PRIVACY POLICY, WEBSITE RULES AND ALL APPLICABLE SUPPLEMENTAL TERMS (COLLECTIVELY, THE “**TERMS**”) CAREFULLY, AS THEY CONTAIN TERMS AND CONDITIONS THAT IMPACT YOUR RIGHTS, OBLIGATIONS AND REMEDIES IN CONNECTION WITH YOUR USE OF THE WEBSITE AND SERVICES. FOR EXAMPLE, THE TERMS INCLUDE:

- YOUR OBLIGATION TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS;
- LIMITATIONS OF OUR LIABILITY TO YOU; AND
- A REQUIREMENT THAT YOU PURSUE CLAIMS OR SEEK RELIEF AGAINST US VIA ARBITRATION (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) AND ON AN INDIVIDUAL BASIS, RATHER THAN AS A PARTICIPANT IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

YOUR ACCESS TO AND USE OF THE WEBSITE AND SERVICES IS CONDITIONED ON YOUR ACCEPTANCE OF AND COMPLIANCE WITH THESE TERMS.

IF YOU DO NOT AGREE TO THE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE OR SERVICES.

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## 1. ABOUT THE TERMS

### 1.1 Key Terms

As used in these Terms of Use:

- “**Advisor**” refers to any independent service provider who has registered and been approved to provide Readings to Users via the Website.
- “**App**” refers to any downloadable application (including, a mobile application) owned or operated by CocoTarot, through which access to the Services is available. References to the “App” include any and all features, functionality, tools and content available on or through each such application.
- “**CocoTarot**,” “**we**,” or “**us**” refer to adviqo Services LLC and our officers, directors, employees, contractors and agents. To the extent applicable, they also refer to our affiliates and licensors, and their respective officers, directors, employees, contractors and agents.
- “**Readings**” refers to any entertainment services provided directly by an Advisor to a User.
- “**Services**” refers to the entertainment services provided by CocoTarot, and any and all related services and promotions.
- “**User Content**” refers to text, information, customer reviews and other content shared or otherwise made available or caused to be made available by Users on or through the Website.
- “**Users**” means any and all persons that access or use the Website. References to “access” and/or “use” of the Website (and any variations thereof) include the acts of accessing or browsing the Website or App, and accessing or using the Services.

- **“Website”** refers to any website owned or operated by CocoTarot (including the website currently located at [cocotarot.com](https://cocotarot.com)) and Apps, through which access to the Services is available. References to the “Website” include any and all features, functionality, tools and content available on or through each such website.
- **“Your Content”** refers to User Content that is provided or made available or caused to be made available by you.

## 1.2 Website Rules and Supplemental Terms

Your access to and use of the Website is governed by the terms and conditions of these Terms of Use, our Privacy Policy, currently located at <https://staging.preprod.cocotarot.com/general-conditions-of-use.html> (as described in more detail below), any and all other policies and rules referenced herein, posted on the Website, or otherwise communicated to users (the **“Website Rules”**).

Certain of the features, functionality, tools, content and promotions available on or through the Website may be subject to additional or supplemental terms and conditions (**“Supplemental Terms”**). If you choose to access or use those features, functionality, tools or content or participate in those promotions, the applicable Supplemental Terms are also incorporated and deemed part of these Terms of Use.

If there is a conflict between these Terms of Use and the Supplemental Terms, the Supplemental Terms will govern and control with respect to the applicable features, functionality, tools, content and promotions.

## 1.3 Amendment of Terms

CocoTarot reserves the right, in its sole discretion, to amend the Terms, at any time and without prior notice, including to change, modify, add to, update or remove terms and conditions (collectively “amend” or “update”). If we choose to amend the Terms, we will update the Effective Date at the top of the Terms and post the updated version. We may also, at our option, choose to notify you by e-mail or another means. By continuing to use the Website after we have posted an updated version of the Terms or otherwise notified you of an update, you are affirming that you agree to be bound by the amended Terms. This provision is subject to a few limitations in the “Dispute Resolution” section below. If the amended Terms are not acceptable to you, your only recourse is to stop using the Website.

No other modification, amendment, supplement of or to the Terms will be binding on CocoTarot unless it is in writing and signed by an authorized representative of CocoTarot.

# 2. ABOUT THE WEBSITE

## 2.1 License to Use

Subject to your compliance with the Terms, CocoTarot grants you a limited non-exclusive, non-transferable, non-assignable and non-sublicensable license to access and use the Website and Services, including the right to download and install a copy of the App on each mobile device that you own or control, for your own personal use only, and not for use for any business purpose or commercial activity. This license is granted for the sole purpose of enabling you to use and enjoy the benefit of the Website as provided by CocoTarot, in the manner permitted by the Terms.

## 2.2 Readings

The Website enables you to seek and receive Readings offered by Advisors. By using the Website, you acknowledge that we do not perform Readings and the Advisors are third parties over whom we exercise no control. We do not control what or how Readings are performed for you; we do not provide tools, supplies, or materials to Advisors; and we do not reimburse Advisors for expenses incurred related to the performance of Readings. We have no responsibility or liability for the Advisors or the Readings that they perform. Advisors on our Website may change frequently; We have no responsibility to maintain any Advisor on the Website

No joint venture, partnership, employment or agency relationship exists between you or any Advisor and CocoTarot as a result of these Terms, use of the Website, performance of Readings, or otherwise. None of these parties have any authority to bind the others in any respect.

## 2.3 Modifications and Updates to the Website and Services

CocoTarot reserves the right, in its sole discretion, to modify or discontinue offering the Website and/or Services, in whole or in part, including any App, or any features, functionality, tools or content thereof, at any time, for any reason or no reason, with or without notice to you.

We may from time to time develop and provide updates for the App, which may include upgrades, bug fixes, patches and other error corrections and/or new features, functionality, tools or content (collectively, “**Updates**”). Updates may also modify or delete features, functionality, tools or content in their entirety. Based on your mobile device settings, when your mobile device is connected to the internet either: (a) the Updates will automatically download and install; or (b) you may receive notice of or be prompted to download and install available Updates. Please promptly download and install all Updates. If you do not, portions of the App may not properly operate. All Updates will be deemed part of the App and be subject to all terms and conditions of the Terms.

You agree that CocoTarot has no obligation to provide any updates or to continue to provide or enable any particular features, functionality, tools or content, and will not be liable with respect to any such modifications, discontinuance or deletions.

## 2.4 International Users

The Website is controlled and operated within the United States. You are hereby prohibited from accessing or using the Website from any territory where the Website or any of the features, functionality, tools, content thereof, is illegal. If you choose to access the Website from a location outside the United States, you do so at your own risk and you are solely responsible for compliance with applicable laws, rules and regulations, including export laws and any regulations and local laws regarding online conduct and content.

# 3. ACCOUNTS

## 3.1 Account Registration

While certain Website content is publicly available, you must register for a user account before you are able to use certain of the Services. You may register to create an account directly via the Website or App, or through certain third-party social networking websites, as further described in this section.

You may not register for an account on behalf of any person (other than yourself).

No person or entity may have more than one active account at any given time.

## 3.2 Account Set-Up

Your account and account profile page will be created based upon the information you provide to us or that we obtain via a third-party professional or social networking website (a “**social media site**”), as described below.

You agree to provide complete, accurate and up-to-date information during the registration process and to update such information as necessary to ensure that it remains complete, accurate and up-to-date. Please note that the username that you submit when you register will be shared when you share Your Content.

When you create your account, you will be asked to create a username and password, which you will be solely responsible for safeguarding. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your CocoTarot account or any other account that you may connect to your CocoTarot account. You agree not to disclose your username or password to any third party, and you agree to

immediately notify CocoTarot of any unauthorized use of your account. You further acknowledge and agree that you will be solely responsible for any activities or actions on or through your account, whether or not you have authorized such activities or actions. CocoTarot cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

In addition to registering directly through our Website or App, you may also be able to register for an account through certain social media sites by linking your account with the social media site account (or, “**social media account**”). You can do this by either (i) providing your social media account login information to CocoTarot or (ii) allowing CocoTarot to access your social media account, as permitted under the applicable terms and conditions that govern your use of the social media account. You represent that you are entitled to disclose your social media account login information to CocoTarot and/or grant CocoTarot access to your social media account for the purposes described herein, without breach by you of the terms and conditions that govern your use of the applicable social media site and without obligating CocoTarot to pay any fees or making CocoTarot subject to any usage limitations imposed by such social media site providers.

By granting CocoTarot access to any social media accounts, you authorize CocoTarot to access, make available and store any information and content, including profile photos, stored in your social media account, to be made available on your account profile page on the Website. Depending on the social media account you choose and subject to the privacy settings that you have set in such social media account, personally identifiable information that you post to your social media account may become available on and through your account with CocoTarot. All such information and content, if any, will be considered to be Your Content for purposes of the Terms. CocoTarot makes no effort to review any of your information or content accessed from such social media sites for any purpose, including for accuracy, legality or non-infringement and CocoTarot is not responsible for any such information or content.

Please note that if a social media account or associated service becomes unavailable or CocoTarot’s access to such social media account is terminated by the social media site provider, the information and content accessed from your social media account may no longer be available on or through your account with us.

You have the ability to disable the connection between your account with us and your social media accounts, at any time, by accessing the “Settings” section of your account with the social media site provider. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE SOCIAL MEDIA SITE PROVIDER ASSOCIATED WITH YOUR SOCIAL MEDIA ACCOUNT IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH SOCIAL MEDIA SITE PROVIDER.

### **3.3 Account Suspension and Cancellation**

You may cancel your account at any time by contacting CocoTarot at [support@cocotarot.com](mailto:support@cocotarot.com).

We may, in our discretion, without liability to you and without limiting our other remedies, with or without prior notice and at any time, decide to (i) limit, suspend, deactivate or cancel your account and take technical and legal steps to prevent you from using our Website and Services at any time for any reason, and (ii) screen or delay the posting or delivery of Your Content.

CocoTarot reserves the right to suspend or terminate your account or your access to the Website if you create more than one account, or if any information provided during the registration process or thereafter is determined to be incomplete, inaccurate, outdated, deceptive or fraudulent.

We reserve the right to cancel unconfirmed accounts or accounts that have been inactive for a prolonged period of time. We also reserve the right to cancel accounts of Users who fail to comply with the Terms, including the terms and conditions regarding User conduct, as set forth in the “General User Conduct” section below and elsewhere in the Terms.

If your account is deactivated or cancelled, CocoTarot will have the right, but not the obligation to delete Your Content.

If CocoTarot has suspended your account due to your actual or suspected breach of the Terms, such suspension will continue until the suspected breach is cured or otherwise resolved to CocoTarot’s reasonable satisfaction.

## **4. PAYMENT TERMS**

### **4.1 Payment/Credit Cards**

YOU ARE RESPONSIBLE FOR PROVIDING COCOTAROT WITH VALID CREDIT CARD OR PAYMENT ACCOUNT DETAILS AND FOR THE TIMELY PAYMENT OF ALL FEES. Please note that the payment information, including name and contact information, that you submit when you register may be used and shared with our payment processing services provider and otherwise used in accordance with our Privacy Policy.

We may contact you via email regarding your account, for example, in connection with a problem with your credit card or payment account.

## 4.2 No refunds

Unless CocoTarot agrees or states otherwise in writing, all fees and charges are nonrefundable.

## 4.3 Third Party Charges and Mobile Alerts

You are solely responsible for any fees or charges incurred to access the Website through an internet access provider or other third party, including without limitation data charges incurred if you are not connected to WiFi access, charges to receive SMS messages or other mobile access, which may be billed to you or deducted from your prepaid balance by your mobile provider. You agree that CocoTarot is not liable in any way for any third-party charges.

# 5. USER CONDUCT GUIDELINES

Any time you access or use the Website, you are required to comply with our User conduct guidelines, as set forth below.

You agree that you will access and use the Website and Services for your personal use only.

**Public Areas:** Your Content may be viewed by other Users and by other persons or entities, including through third party services and websites. Thus, you should only capture, record, upload, stream, share or store videos, images, information and other content that you are comfortable sharing with others.

You agree that you will not access or use the Website to capture, record, upload, stream, share or store any video or images, or otherwise act in any manner, that:

- is intended to perpetrate a hoax or otherwise defraud, mislead or deceive any person or entity;
- violates, breaches or circumvents any local, state, federal or other law, rule or regulation, including any ruling or order of a court or administrative body;
- violates, breaches or circumvents the rights of any person or entity, including infringing or misappropriating such party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;
- is defamatory, obscene, pornographic, vulgar, lewd, offensive or unlawful;
- promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group;
- is inflammatory, abusive, violent or threatening or promotes violence or actions that are threatening to any other person;
- promotes illegal or harmful activities or substances; or
- is harmful to children.

Without limiting the above, you are not authorized to access or use the Website:

- to impersonate any person or entity, or falsify or otherwise misrepresent your identity, credentials, affiliations or intentions;
- to collect, store or use any information from or about another User;
- to "stalk" or harass any other User;
- to distribute unsolicited commercial or bulk electronic communications (or, "spam"), chain letters or "pyramid" schemes;
- for political campaigning, recruiting votes or soliciting donations or other support for legislative or other initiatives;
- to systematically retrieve information or content to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- if you are not able to form legally binding contracts (for example, if you are under 18);

- if you are a person barred from receiving services under the laws of the United States or other applicable jurisdiction;  
or
- for any other purposes that are not expressly permitted by the Terms.

Further, you may not:

- access, copy, distribute, share, publish, use or store any Website content, including any information from or about any other User, for purposes that are inconsistent with our Privacy Policy, or otherwise violate the privacy rights or any other rights of other Users or any other third party, including by disclosing, selling, renting, distributing or exposing any Website Content to a third party, using it for marketing purposes, or otherwise using it for any purposes unrelated to the Website;
- access, copy, distribute, share, publish, use or store, or prepare derivative works from any Website content that belongs to CocoTarot, another User or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express permission of the person or entity party holding the rights to license such use;
- share your login credentials transfer your account to another party without our consent;
- circumvent our systems, policies, determinations as to your account status, including by attempting to access or use the Website if your account has been suspended or cancelled or you have otherwise been temporarily or permanently prohibited or blocked from using the Website;
- access, search, collect information from, or otherwise interact with the Website by “scraping,” “crawling” or “spidering” the Website, by the use of any software, device, script or robot, or by any other means (automated or otherwise) other than through the currently available, published interfaces that are provided by CocoTarot, unless you have been specifically authorized to do so in a separate agreement with CocoTarot;
- use, display, mirror or frame the Website, or any feature, functionality, tool or content of the Website, CocoTarot’s name, any CocoTarot trademark, logo or other proprietary information, without CocoTarot’s express written consent;
- interfere with, disrupt, damage or compromise the Website or our systems or the access of any User, host or network in any way, including through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, backdoors, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology or by overloading, flooding, spamming, mail-bombing the Website or otherwise imposing an unreasonable or disproportionately large load on the Website;
- access, tamper with or use non-public areas of any of the Website, CocoTarot’s computer systems, or the technical delivery systems of CocoTarot’s providers;
- probe, scan, or test the vulnerability of any system or network of CocoTarot or its providers, or breach or circumvent any security or authentication measures of such system or network;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by CocoTarot or any of CocoTarot’s providers or any other third party to protect the Website;
- forge any TCP/IP packet header or any part of the header information in any e-mail or posting, or in any way use the Website to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the code or software used to provide the Website;
- export or re-export the Website, except in compliance with the export control laws and regulations of any relevant jurisdictions;
- otherwise abuse the Website or breach the Terms; or
- attempt to do any of the foregoing, or advocate, encourage or assist any third party in doing any of the foregoing.

## 5.1 Responsibility for User Content

Ultimately, all User Content and Readings, whether publicly posted or privately transmitted, are the sole responsibility of the User or Advisor who originated such content. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any User Content or Readings, or endorse any opinions expressed in such User Content or Readings. You understand that by using the Website, you may be exposed to User Content and/or Readings that are offensive, harmful, inaccurate, misleading, fraudulent or otherwise inappropriate. Under no circumstances will CocoTarot be liable in any way for any User Content or Readings, including, but not limited to, any errors or omissions in any User Content or Readings, or any loss or damage of any kind incurred as a result of any User Content or Readings.

We may, but are not required to monitor or control the User Content shared or stored on or through the Website, and we cannot take responsibility for such User Content. Any use or reliance on any User Content is at your own risk.

## 5.2 Reporting Misconduct

If you feel that another User or Advisor has violated the Terms, abused the Website or otherwise acted inappropriately, you may report the User to CocoTarot at [support@cocotarot.com](mailto:support@cocotarot.com). CocoTarot reserves the right, but assumes no obligation, to investigate and take appropriate action in response to such reports. Regardless of its action or inaction, in no event will CocoTarot be liable for the acts or omissions of any User or any third party.

If you are a California resident, you may also report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210. See the “California Residents” subsection below for the full information required under California Civil Code §1789.3.

## 5.3 Investigations

CocoTarot reserves the right to investigate and prosecute violations of any and all reports, complaints and claims, or otherwise suspected misconduct or violations of the law to the fullest extent of the law.

Without limiting the foregoing, you acknowledge that CocoTarot has the right, but not the obligation, at any time and without prior notice, to monitor access to or use of the Website or Services by any User, to access, review, preserve and disclose any User Content, or to remove or disable access to any User Content, if we believe in good faith that it is reasonably necessary (i) to comply with any law or regulation or satisfy any legal process or governmental request (for example, a subpoena, warrant, order or other requirement of a court, administrative agency or other governmental body), (ii) to respond to claims asserted against CocoTarot, (iii) to enforce and to ensure a User’s compliance with the Terms, including the investigation of potential violations, (iv) to conduct risk assessments, and prevent, detect and investigate incidents of fraud, security and technical issues, (v) to protect the rights, property or safety of CocoTarot, its Users or members of the public, and (vi) for the purpose of operating and improving the Website and Services (including for customer support purposes).

## 5.4 User Cooperation

You agree to cooperate with and assist CocoTarot or its representative in good faith, in any such investigations, including by providing us with such information as we may reasonably request.

# 6. INTELLECTUAL PROPERTY OWNERSHIP

## 6.1 The Website

The Website and Services, including the App, and all features, functionality, tools and content thereof, is protected by copyright, trademark, patent and other laws of the United States and foreign countries. You acknowledge and agree that the Website and Services, and all intellectual property rights therein are the exclusive property of CocoTarot and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark, patent marking, or other proprietary rights notices incorporated in or accompanying the Website or Services.

Without limiting the foregoing, you acknowledge and agree that the trade names, logos, and other trademarks and service marks associated with CocoTarot (the “**CocoTarot Marks**”) are the property of CocoTarot, and that you are not permitted to use the CocoTarot Marks without our prior written consent.

You may not use, copy, reproduce, distribute, license, sell, transfer, publish, post, publicly display, publicly perform, transmit, broadcast, adapt, modify, prepare derivative works based upon, or otherwise exploit any features, functionality, tools or content of the Website or Services in any form or by any means, or sublicense the rights granted in the Terms, except as expressly permitted herein, without the prior written permission of CocoTarot or the intellectual property owner, as applicable.

This foregoing license is subject to modification or revocation at any time at CocoTarot’s sole discretion.

No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by CocoTarot or its licensors, except for the licenses and rights expressly granted in the Terms. All rights not expressly granted to you by the Terms are hereby reserved.

## 6.2 Your Content

By capturing, recording, uploading, streaming, sharing or storing Your Content, you hereby grant CocoTarot a worldwide,

non-exclusive, transferable, sublicensable, royalty-free right and license to use, copy, reproduce, process, adapt, modify, distribute, post, broadcast, publicly perform, publish and display Your Content in any and all media as necessary to provide the Services to you, including, customer support services, and otherwise operate the Website, including for product development and de-bugging purposes.

You agree that this license includes the right for CocoTarot to provide, promote, and improve the Website and Service and to make Your Content available to other companies, organizations or individuals who have a business relationship with CocoTarot ("partner") for the syndication, broadcast, distribution or publication of such content on other media and services, subject to our terms and conditions for such use.

Such additional uses by CocoTarot, or other companies, organizations or individuals who partner with us, may be made with no compensation paid to you with respect to Your Content.

We may modify or adapt Your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to Your Content as are necessary to conform and adapt that content to any requirements or limitations of any networks, devices, services or media. You further grant us the right to use, copy, distribute, post, broadcast, publicly perform, publish and display your name, city, state and other information in connection with Your Content as described herein or elsewhere on the Website, subject to any applicable data protection laws.

CocoTarot does not claim any ownership rights in Your Content and nothing in the Terms will be deemed to restrict any rights that you may have to use and exploit any such content, subject only to the licenses granted to CocoTarot under these Terms.

You acknowledge and agree that you are solely responsible for Your Content, and for any consequences thereof, including the use of your Content by other users and our third-party partners.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to Your Content, and that neither Your Content, nor CocoTarot's use of Your Content (or any portion thereof) on or through the Website or in connection with the Services will infringe, misappropriate or violate the rights of any person or entity, including patent, copyright, trademark, trade secret, moral rights, industrial rights, database rights or other proprietary or intellectual property rights, rights of publicity or privacy or data protection or contractual rights, or result in the violation of any applicable law or regulation.

## 6.3 Feedback

We welcome and encourage you to provide feedback, comments, ideas and suggestions for improvements, enhancements and modifications to the Website ("**Feedback**"). You may submit Feedback by e-mailing us, at [support@cocotarot.com](mailto:support@cocotarot.com). You acknowledge and agree that all Feedback you give us (i) will be treated as non-confidential, and (ii) will be the sole and exclusive property of CocoTarot. Without limiting the foregoing, you acknowledge that your Feedback may be disseminated or used by CocoTarot or its affiliates for any purpose whatsoever, including developing, improving and marketing products. You hereby irrevocably transfer and assign to CocoTarot all of your right, title, and interest in and to all Feedback, including all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein, and waive any moral rights you may have in such Feedback.

You agree to sign and deliver such documents, and otherwise provide such assistance, as may reasonably be required from time to time to perfect CocoTarot's rights in such improvements, enhancements and modifications.

## 7. THIRD PARTY TERMS

The Website may also provide links to third-party websites, resources or services. You acknowledge and agree that CocoTarot is not responsible or liable for (i) the availability, terms or practices of such websites, resources or services, or (ii) the content, products or services available on or through such websites, resources or services, including that any information provided is complete, accurate or up-to-date. Links to such websites, resources or services do not imply any endorsement by CocoTarot of such websites, resources or services or the content, products or services available on or through such websites, resources or services. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites, resources or services or the content, products or services available on or through such websites or services.

We will not be responsible or liable for any damage or harm resulting from your interactions with such websites or



services, or the content, products or services available on or through such websites or services.

## **8. NO GUARANTEES; LIMITATIONS OF ADVICE**

The information available on or through the Website is for entertainment and informational purposes only. CocoTarot and its affiliates, and Advisors do not provide marital, mental health, medical, tax, legal or accounting advice. Information presented on these webpages is not intended to provide, and should not be relied on for such advice. You should consult your own medical, tax, legal and accounting advisors before engaging in any financial transaction or undergoing or abstaining from any form of medical treatment. No such information is intended to be a substitute for professional advice, or as an offer, solicitation or recommendation to purchase, sell or hold any product or service. The Readings and other Website content does not purport to meet the objectives or needs of any particular individual. CocoTarot does not purport to disclose the risks or benefits of entering into any particular action, and shall have no responsibility or liability for any actions or inaction taken in reliance on any Readings or the Website content.

No Website Content or Reading is, or shall be relied upon, as a promise or representation, whether as to the past or future performance. You acknowledge and agree that any such statements from CocoTarot or any Advisors are not guarantees of future performance and that actual results or developments may differ materially from those projected in any such projections, estimates or other forward-looking statements. Accordingly, CocoTarot gives no (and will not give any) assurances, and no representation or warranties can or will be made as to the accuracy or attainability of such projections, estimates or other forward-looking statements. Neither CocoTarot nor its affiliates have independently verified the information contained in any Readings and the accuracy and completeness thereof cannot be guaranteed. Accordingly, no representation or warranty, express or implied is made as to, and no reliance should be placed on, the fairness, accuracy, or completeness of this information. CocoTarot assumes no liability for this information.

## **9. WARRANTIES, DISCLAIMERS, LIMITATION OF LIABILITY & INDEMNIFICATION**

### **9.1 Warranties by Users**

You represent and warrant to CocoTarot that:

- (i) you have the power and authority to accept and agree to the Terms;**
- (ii) you own or control all of the rights necessary to grant the rights and licenses granted herein;**
- (iii) you will not violate any federal, state or local laws, rules or regulations or infringe the rights of any third party, including, any intellectual property, privacy or publicity-related rights, in connection with Your Content or otherwise in connection with your access to or use of the Website and Services;**
- (iv) the exercise by CocoTarot of the rights granted by you hereunder will not cause CocoTarot to violate any applicable laws, rules or regulations, to infringe the rights of any third party; and**
- (v) all account information provided by you will be complete,**

**accurate and up-to-date when provided, and updated as necessary to ensure that it remains complete, accurate and up-to-date.**

## **9.2 Disclaimers**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE WEBSITE, READINGS AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, COCOTAROT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE OR RIGHTFUL CLAIM, WARRANTIES AS TO THE RELIABILITY OR AVAILABILITY OF THE WEBSITE, READINGS OR SERVICES, OR THAT USE OF THE WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, WARRANTIES AS TO THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY WEBSITE CONTENT.

## **9.3 Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- THE ENTIRE RISK ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE IS AND REMAINS WITH YOU.
- WITHOUT LIMITING THE FOREGOING, COCOTAROT DISCLAIMS ANY AND ALL LIABILITY RELATED TO (I) YOUR USE OF OR INABILITY TO USE THE WEBSITE, (II) THE ACTS OR OMISSIONS OF ANY ADVISOR OR ANY OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE WEBSITE, AND (III) ANY READINGS OR USER CONTENT ACCESSED, VIEWED OR DOWNLOADED IN CONNECTION WITH THE USE OF THE WEBSITE.
- IN NO EVENT WILL COCOTAROT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR DAMAGES FOR LOST REVENUES OR PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED IN WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT COCOTAROT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSIVE OR LIMITATION OF CERTAIN DAMAGES AS SET FORTH IN THIS SECTION, SO THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW. IN THE EVENT THAT THE FOREGOING LIMITATION OF LIABILITY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, COCOTAROT’S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US\$100).

## **9.4 Basis of the Bargain**

YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COCOTAROT AND YOU, AND WILL SURVIVE AND APPLY EVEN IF YOUR REMEDIES ARE FOUND OR ALLEGED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

## **9.5 Exclusions**

NOTHING IN THE TERMS FURTHER IS INTENDED TO EXCLUDE OR LIMIT ANY CONDITION, WARRANTY, RIGHT OR LIABILITY WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE FROM DEATH OR PERSONAL INJURY. ACCORDINGLY, ONLY THE ABOVE LIMITATIONS IN THIS SECTION THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **9.6 Indemnification**

To the maximum extent not prohibited by applicable law, you agree to release, defend, indemnify, and hold CocoTarot its parent, subsidiaries, affiliates, licensors and service providers, and its and their officers, directors, shareholders, agents, employees and representatives, harmless (collectively “indemnify” or any variation thereof) from and against any claims, liabilities, damages, losses, costs and expenses, including, any bodily injury, illness, death or damage to any real or personal property, or any other injuries, losses, or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind, and including reasonable legal fees and litigation expenses and costs, arising out of or relating to or in any way connected with (i) your access to or use of the Website, including any and all features, functionality, tools, content and promotions available on and through the App, (ii) Your Content, (iii) any interactions with any Advisor, (iv) your breach of the Terms, including any violation of national, federal, state or local or other applicable laws, rules or regulations or any infringement or misappropriation of the rights of any third party, and (v) your gross negligence or willful misconduct.

## 9.7 Obligation to Defend.

You agree that, at CocoTarot’s option, you will conduct the defense of any such claim or action; provided that, notwithstanding our election that you conduct the defense, (i) CocoTarot may nevertheless participate in such defense or settlement negotiations and pay its own costs associated therewith, and (ii) you will not enter into any settlement or other compromise without the prior written approval of CocoTarot (which approval shall not be unreasonably withheld), unless such settlement or other compromise includes a full and unconditional release of the relevant parties from all liabilities and other obligations in respect of such claim or action.

## 9.8 No Implied Indemnity.

No person or entity shall be entitled to any form of equitable or implied indemnification at any time, except as provided by the Terms.

# 10. GOVERNING LAW & DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND WILL HAVE A SUBSTANTIAL IMPACT ON HOW CLAIMS YOU AND COCOTAROT HAVE AGAINST EACH OTHER ARE RESOLVED.

## 10.1 Governing Law

The Terms shall be governed by and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

## 10.2 Arbitration

Notwithstanding any contrary provision of these Terms, all disputes, claims, controversies and matters relating to or in connection with these Terms (or the breach thereof) or any transactions hereunder shall be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (“**AAA Rules**”), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall take place in the State of Delaware before a single neutral arbitrator appointed in accordance with the AAA Rules and shall be conducted in the English language. All arbitrations shall be conducted and resolved on an individual basis and not a class-wide, multiple plaintiff or similar basis. No arbitration shall be consolidated with any other arbitration proceeding involving any other person or entity.

## 10.3 Jurisdiction and Venue

Subject to the above arbitration provisions, you and CocoTarot agree that any and all disputes, claims and actions, at law or in equity, arising out of or relating to or in connection with the Terms or the breach, termination, enforcement, interpretation or validity thereof, or to the use of the Website, including the App (collectively, “**Disputes**”) in the federal or

state courts located in the State of Delaware and each of us agrees that such courts shall have exclusive jurisdiction and venue for any such actions, except that CocoTarot retains the right to submit a Dispute to any court of competent jurisdiction. CocoTarot also may seek injunctive or other equitable relief for breach of these Terms in any court of competent jurisdiction wherever located. You consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. The prevailing party in any suit, action or proceeding, including any arbitration proceeding, will be entitled to recover its reasonable legal fees and costs and expenses from the other party.

## **10.4 Prohibition of Class and Representative Actions and Non-Individualized Relief**

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST COCOTAROT ONLY ON AN INDIVIDUAL BASIS AND HEREBY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING, TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW. FURTHER, UNLESS BOTH YOU AND COCOTAROT OTHERWISE AGREE IN WRITING, THE COURT MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

## **10.5 Future Amendments to this Section**

Both of us agree that if we make any amendment to this **Dispute Resolution** section (other than an amendment to any notice address or site link provided herein) in the future, that amendment will not apply to any claim that was filed in a legal proceeding against us prior to the effective date of the amendment. However, the amendment will apply to all other disputes or claims governed by this section that have arisen or may arise between you and CocoTarot. We will notify you of amendments to this section by posting the amended Terms on [www.cocotarot.com](http://www.cocotarot.com). If you do not agree to the amended terms, you may close your account within 30 days and you will not be bound by the amended dispute resolution terms. If you do not have an account (or once you have closed your account, if applicable), you must cease using the Website immediately. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and CocoTarot in accordance with the provisions of this "Dispute Resolution" section as of the date you first accepted the Terms (or accepted any subsequent changes to the Terms).

# **11. MISCELLANEOUS**

## **11.1 Privacy**

Our collection and use of information about Users is governed by our Privacy Policy. By accessing and using the Website, you consent to the collection and use of this information, including the transfer of this information outside the United States and/or other countries, for storage, processing and use by CocoTarot. As part of providing you the Website, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services, which you may not be able to opt-out from receiving.

## **11.2 Entire Agreement**

These Terms, including these Terms of Use, our Privacy Policy, the applicable Supplemental Terms and any and all Website Rules, constitute the entire and exclusive understanding and agreement between you and CocoTarot regarding your access to and use of the Website, including the App, and supersede and replace any and all prior or contemporaneous oral or written understandings or agreements between you and CocoTarot and regarding the subject matter hereof.

## **11.3 Assignment**

You may not assign, transfer, delegate or sublicense any of your rights or obligations under the Terms, including by operation of law or merger or consolidation, without our express prior written consent, which may be granted or withheld in our sole discretion. Any attempted assignment, transfer, delegation or sublicense without the foregoing consent will be null and void. CocoTarot may assign, transfer, delegate and/or sublicense our rights and obligations under the Terms, in whole or in part, in its sole discretion, without restriction.

Subject to the foregoing, the Terms will bind and inure to the benefit of the parties, their successors and assigns.

## **11.4 No Agency**

Except as otherwise expressly set forth herein, no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

## **11.5 Survival of Terms**

Any provisions of the Terms that contemplate performance or observance subsequent to the expiration or termination of these Terms of Use shall survive such expiration or termination.

## **11.6 Notices**

Any notices or other communications permitted or required hereunder, including those regarding modifications to the Terms, will be in writing and given by CocoTarot (i) via e-mail (in each case to the address that you provide), or (ii) by posting to the Website or via the App. For notices made by e-mail, the date on which such notice is transmitted will be deemed the date of receipt.

## **11.7 Waiver**

Our failure to exercise any right or enforce any obligation under these Terms of Use or to take action with respect to a breach by you or others will not constitute a waiver of such right, obligation or breach. The waiver of any right, obligation or breach will be effective only if in writing and signed by a duly authorized representative of CocoTarot. In addition, no waiver granted in any instance shall constitute a waiver in any other instance.

## **11.8 Remedies**

Except as expressly set forth in the Terms, the exercise by either party of any of its remedies under the Terms will be without prejudice to its other remedies available under contract, at law, in equity or otherwise.

## **11.9 Severability**

Except as otherwise provided in the Terms, if an arbitrator or a court of competent jurisdiction finds any provision of the Terms to be invalid, void or unenforceable, in whole or in part, for any reason, the offending provision will be enforced to the maximum extent permissible and will not affect the validity or enforceability of the remaining provisions, which will remain in full force and effect.

## **11.10 Headings**

The headings in the Terms are for reference purposes only and do not limit or otherwise affect the meaning or interpretation of any of the provisions hereof.

## **11.11 Third-Party Beneficiaries**

Except as otherwise expressly set forth herein, the Terms do not and are not intended to confer any rights or remedies upon any person other than the parties hereto.

## **11.12 Construction**

In the Terms, unless the context requires otherwise: (i) "herein," "hereof," "hereunder," "hereto," and similar terms refer to the Terms collectively and as a whole, and not merely to the specific section, paragraph or clause in which the term appears; (ii) "or" connotes any combination of all or any of the items listed; and (iii) "including" (and any of its derivative forms) means "including but not limited to."

## 11.13 Contact Us

If you have any questions or concerns, please contact CocoTarot at [support@cocotarot.com](mailto:support@cocotarot.com).

You can also write to us at:

### **adviqo Services LLC**

**364 E Main St. #1450, Middletown**

**Delaware 19709, USA**

## 11.14 California Residents

Pursuant to California Civil Code §1789.3, California residents are also entitled to the following specific consumer rights notice:

Complaints regarding the Website or Services or requests to receive further information regarding use of the Website or Services may be sent to the above address or to [support@cocotarot.com](mailto:support@cocotarot.com).

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227, see [www.dca.ca.gov](http://www.dca.ca.gov) for additional information.

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