

## Terms of Service

Last updated: April 17, 2026

### 1. Definitions & Scope

These Terms of Service (“Terms”) govern your access to and use of all **Services** provided by SOLVATA TECHNOLOGIES LLC (“Solvata”, “we”, “us”, and/or “our”). “Services” collectively include:

- **The Website:** Our primary website at solvata.farm and all associated subdomains, landing pages, and web-based interfaces.
- **The Platform:** Our proprietary voice-first mobile software, including all features, algorithms, and modules designed for agricultural productivity and field intelligence.
- **Content:** Any text, voice-to-text transcripts, data, graphics, images, animations, software code, and interface layouts made available through the Website or the Platform.
- **Updates:** Any future enhancements, patches, or modifications to the Platform or Website that we may release at our sole discretion.

**By accessing or using the Services, you agree to be bound by these Terms.** If you do not agree to these Terms, please refrain from using the Services. These Terms, along with our [Privacy Policy](#) and [Cookie Policy](#), constitute the entire agreement between you and Solvata.

### 2. Services & Professional Disclaimer

Solvata is a voice-first productivity tool designed to capture field intelligence and professional expertise.

- **2.1. No Professional Advice:** Solvata is a productivity and field-logging tool. Services are provided for informational and organizational purposes only. Solvata does not provide professional agronomic, financial, legal, or tax advice. Insights, task suggestions, or data summaries generated by the Services are not a substitute for the expertise of a qualified professional, such as a licensed agronomist. You are solely responsible for verifying the accuracy of any suggested tasks and for all operational, financial, and agronomic decisions made based on your use of the Services.
- **2.2. Emergencies:** The Services are not designed for emergency management. In the event of a field or personal emergency, contact appropriate local emergency services (e.g., 911) immediately. In the event of a time-sensitive agricultural emergency (e.g., severe equipment failure or chemical exposure), contact your relevant professional service provider or agronomist directly.
- **2.3. Operational Risk & Blame:** You acknowledge that agricultural outcomes are subject to numerous variables outside of our control, including weather, soil conditions, and external environmental factors. Solvata is not responsible for any adverse agricultural outcomes,

including crop failure, equipment damage, or financial loss, resulting from your reliance on (or deviation from) any task suggestions provided by the Platform.

- **2.4. Modifications:** We reserve the right to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. You agree that Solvata will not be liable for any such modification, suspension, or discontinuance.

### 3. Membership & Subscriptions

- **3.1. Account Registration:** You must be 18+ to use the Services. You agree to provide accurate, current, and complete information. If you change or deactivate your primary email address, you agree to update your Solvata account promptly to maintain security and prevent misdirected communications. You are responsible for all activity under your credentials.
- **3.2. Subscription Programs:** We offer various subscription levels, including a “Free Trial” and “Premium Member” plans. The specific tiers, features, and pricing for these plans are described within your Account Profile or the Subscription Upgrade page in the Platform. By becoming a Premium Member, you opt-in to receive service-based communications (such as usage reports, update notifications, and account alerts), which you may opt-out of at any time via the unsubscribe link in the emails or your account preferences.
- **3.3. Payments & Renewals:** Paid subscriptions are billed on a recurring basis. You must cancel before the renewal date to avoid charges. Refunds are not provided for partial-month or partial-year subscription periods; however, we reserve the right to review refund requests on a case-by-case basis at our sole discretion.
- **3.4. Cancellation, Account Deletion & Data Retention:** You may cancel your subscription at any time. If you request the deletion of a Farm Account (via the mobile app or [legal@solvata.farm](mailto:legal@solvata.farm)), a 30-day grace period is initiated before the data is permanently purged. During this period, data remains stored on our servers for recovery purposes, but all active access—including that of any associated team members—is revoked. After 30 days, the deletion is irreversible.
- **3.5. Farm-Level Data & System Synchronization:** All data, logs, and inputs generated within a Farm Account are the exclusive property of the Farm Owner (primary account holder).
  - **Member Termination:** When a team member leaves or is removed, their access to the Owner’s farm and all associated data is immediately revoked. The data remains part of the Farm Account’s permanent record.
  - **Owner Deletion:** The Farm Owner holds the exclusive right to delete the Farm Account. Deletion by the Owner results in the immediate loss of access for all associated users.
  - **System Synchronization:** All changes to account permissions, access revocations, or deletions take effect only once the relevant device connects to the internet. Solvata is not liable for actions taken or data accessed during periods of offline use prior to system synchronization.

#### 4. Data Ownership & Field Intelligence

- **4.1. Ownership:** Solvata acknowledges that User Content – including notes, field data, and operational logs – remains your property.
- **4.2. License to Process:** By uploading User Content, you grant Solvata a non-exclusive, worldwide, royalty-free license to use, store, and process your data solely for the purpose of providing, maintaining, and improving the Services.
- **4.3. Feedback:** Any suggestions or feedback provided (“Submissions”) are non-confidential, and Solvata is free to use them without obligation or compensation to you.

#### 5. Conditions of Use

You agree not to use the Services to:

- Infringe upon intellectual property rights or violate contractual/fiduciary relationships.
- Upload viruses, malware, or code designed to disrupt, destroy, or limit the functionality of any computer software or hardware.
- Post content that is unlawful, harmful, threatening, harassing, defamatory, obscene, pornographic, or hateful.
- Harvest contact information, engage in spam, or promote criminal activity.
- Violate any applicable local, state, national, or international law.

#### 6. Intellectual Property

The Services contain proprietary content (“Service Content”) protected by copyright, patent, trademark, trade secret, and other intellectual property laws. All technology, software code, interface design, graphics, logos, and the name “Solvata” (collectively, “Solvata IP”) are the exclusive property of Solvata Technologies LLC. You are granted a limited, non-exclusive, non-transferable, revocable license to use the Services solely for your internal professional purposes, provided you comply with these Terms. You agree not to modify, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the Services or Service Content. Any unauthorized use is strictly prohibited. All goodwill generated from the use of Solvata trademarks inures to our exclusive benefit.

#### 7. Warranty & Liability

- **7.1. Disclaimer of Warranties:** THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SOLVATA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE DO NOT WARRANT THAT: (I) THE SERVICES WILL MEET YOUR

REQUIREMENTS; (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (III) THE RESULTS OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, OR INFORMATION PURCHASED THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS.

- **7.2. Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLVATA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE. IN NO EVENT WILL SOLVATA'S TOTAL LIABILITY EXCEED THE AMOUNT PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE CLAIM, OR \$100, WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATIONS OF LIABILITY; IN SUCH CASES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. IF YOU ARE A USER FROM NEW JERSEY, THESE LIMITATIONS APPLY ONLY TO THE EXTENT PERMITTED BY NEW JERSEY LAW.

## 8. Dispute Resolution & Binding Arbitration

- **8.1. Agreement to Arbitrate:** You and Solvata agree that any disputes or claims arising out of or relating to these Terms or the Services shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the Federal Arbitration Act. You may assert individual claims in small claims court if they qualify.
- **8.2. Waiver of Class Actions:** YOU AND SOLVATA AGREE THAT EACH 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. The arbitrator may not consolidate more than one person's claims or preside over any form of representative proceeding.
- **8.3. Pre-Arbitration Dispute Resolution:** Solvata is interested in resolving disputes amicably. Most concerns can be resolved by emailing [legal@solvata.farm](mailto:legal@solvata.farm). If unsuccessful, a party intending to seek arbitration must first send a written "Notice of Dispute" via certified mail to Solvata Technologies LLC, 4030 Wake Forest Rd Ste 349, Raleigh, NC 27609. The Notice must (i) describe the nature/basis of the claim and (ii) set forth the specific relief sought. If the dispute is not resolved within sixty (60) calendar days after receipt, arbitration may commence.
- **8.4. Arbitration Procedures:** Arbitration will be conducted by a neutral arbitrator under the American Arbitration Association's ("AAA") Commercial Arbitration Rules. The arbitrator must follow these Terms as a court would and can award the same individual damages/relief. All issues, including arbitrability, are for the arbitrator to decide. Hearings will be held in a reasonably convenient location (or as determined by AAA), and if your claim is \$10,000 or less, you may choose the method of hearing (document-only, telephonic, or in-person).
- **8.5. Costs of Arbitration:** Filing, administration, and arbitrator fees will be governed by the AAA Rules. Arbitration Fees shall be paid by the party bringing the claim.

- **8.6. Confidentiality:** All aspects of the arbitration proceeding, and any ruling, decision, or award, will be strictly confidential.
- **8.7. Severability:** If any provision of this Arbitration Agreement is found invalid, it will be replaced by a valid provision that best reflects the original intent, and the remainder of the Agreement shall remain in full force.
- **8.8. Future Changes:** If we make future changes to this Arbitration Agreement (other than a change to the Notice Address), you may reject such change by sending us written notice within thirty (30) calendar days. By rejecting, you agree to arbitrate disputes based on the version of the Arbitration Agreement you previously accepted.

## 9. Service Suspension & Termination

Solvata strives to provide consistent, reliable service. However, we reserve the right to suspend or terminate access to your account if we believe there has been a violation of these Terms, including suspected fraudulent, abusive, or illegal activity. If we suspend or terminate your account, we will provide you with reasonable notice and the opportunity to retrieve your data, except in cases of urgent security threats or illegal activity. Solvata will not be liable to you or any third party for any suspension or termination of your access resulting from your breach of these Terms.

## 10. General Conditions

- **10.1. Collaboration & User Interactions:** The Services enable collaboration among team members within your designated farm organization. You acknowledge that you are responsible for the content and information you share with other authorized users within your organization. Solvata provides the platform for this collaboration but is not a party to, and bears no responsibility for, the professional or personal relationships between members of your organization.
- **10.2. Entire Agreement:** These Terms supersede all prior agreements.
- **10.3. Choice of Law:** These Terms are governed by the laws of the State of North Carolina. Any claims not subject to arbitration shall be submitted to the exclusive jurisdiction of the state/federal courts in Raleigh, NC. Any claim must be filed within one (1) year after the cause of action arose, or be forever barred.
- **10.4. Assignment:** You may not assign these Terms without our consent, but Solvata may assign or transfer these Terms in whole or in part without restriction.

## 11. DMCA Copyright Policy

To report infringement, send a written notice to [legal@solvata.farm](mailto:legal@solvata.farm) (Subject: "DMCA Takedown") including: (1) physical/electronic signature, (2) identification of the work, (3) location of the content, (4)

contact info, and (5) a statement of good faith belief under penalty of perjury. Repeat infringers will be terminated.

## **12. Privacy**

Your privacy is governed by our [Privacy Policy](#). By using the Services, you consent to our data practices.

## **13. Contact Information**

Please contact us to report any violations of these Terms of Service or to ask us any questions regarding these Terms of Service or our Services.

### **SOLVATA TECHNOLOGIES LLC**

Email: [legal@solvata.farm](mailto:legal@solvata.farm)

Mailing Address: 4030 Wake Forest Rd Ste 349 Raleigh, NC 27609.