

Terms of Use

Effective Date: 07/21/2026

These Terms of Use ("Terms") govern your access to and use of the websites, software, applications, cloud services, artificial intelligence solutions, consulting services, and other products and services (collectively, the "Services") provided by **Codature LLC** ("Codature," "we," "our," or "us").

By accessing or using our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not access or use our Services.

Where you have entered into a separate written agreement with Codature, including a Master Services Agreement ("MSA"), Statement of Work ("SOW"), Software License Agreement, Non-Disclosure Agreement ("NDA"), or other contract, the terms of that agreement shall govern to the extent of any conflict with these Terms.

1. Acceptance of Terms

By accessing, browsing, or using any portion of the Services, you agree to be bound by these Terms, our Privacy Policy, and any additional policies or agreements that may apply to specific Services.

If you are using the Services on behalf of a business, organization, or other legal entity, you represent and warrant that you have the authority to bind that entity to these Terms. In such cases, references to "you" and "your" include both the individual accessing the Services and the entity they represent.

If you do not agree to these Terms, you must discontinue use of the Services immediately.

2. Eligibility

You represent and warrant that you:

- Are at least eighteen (18) years of age or otherwise legally capable of entering into binding agreements.

- Have the legal authority to accept these Terms.
- Will use the Services only for lawful purposes and in compliance with all applicable laws and regulations.
- Will not use the Services in any manner that infringes upon the rights of others or interferes with the operation, security, or availability of the Services.

Codature reserves the right to refuse access to or discontinue Services for any individual or organization that violates these Terms or applicable law.

3. Services

Codature provides professional technology services, including but not limited to:

- Custom software development
- Artificial intelligence and machine learning solutions
- Web and mobile application development
- Cloud infrastructure and managed hosting
- Business automation and workflow solutions
- Systems integration
- Cybersecurity consulting
- Software maintenance and technical support
- Technology consulting and related professional services

Descriptions of our Services on our website or marketing materials are provided for informational purposes only and do not constitute a contractual commitment.

The scope, pricing, timelines, deliverables, service levels, and responsibilities for any engagement shall be governed by the applicable proposal, Statement of Work, Master Services Agreement, or other written agreement between Codature and the client.

Codature may improve, modify, suspend, or discontinue any Service at its discretion, provided such changes do not materially affect active contractual obligations without appropriate notice or mutual agreement.

4. Intellectual Property

Unless otherwise expressly agreed in writing, all intellectual property rights in the Services, including our website, software, source code, documentation, designs, graphics, logos, trademarks, trade names, methodologies, frameworks, templates, workflows, proprietary tools, and other materials developed or owned by Codature remain the exclusive property of Codature or its licensors.

Nothing in these Terms transfers ownership of Codature's intellectual property to any user or client.

For custom software development projects, ownership of project deliverables, source code, documentation, or other work products shall be governed by the applicable Master Services Agreement, Statement of Work, Software Development Agreement, or other written contract. Unless expressly stated otherwise, Codature retains ownership of its pre existing intellectual property, development tools, reusable libraries, frameworks, methodologies, templates, and general know how used in the development of client solutions.

Clients retain ownership of their pre existing intellectual property, proprietary business information, trademarks, copyrighted materials, data, and other content provided to Codature for use in connection with the Services.

No party acquires ownership of the other party's intellectual property except as expressly provided in a written agreement.

5. Acceptable Use

You agree to use the Services responsibly, lawfully, and in accordance with these Terms.

You agree not to:

- Use the Services for any unlawful, fraudulent, or deceptive purpose.
- Attempt to gain unauthorized access to any system, network, application, or account.
- Interfere with or disrupt the operation, security, or availability of the Services.
- Introduce malicious code, viruses, ransomware, spyware, or other harmful software.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of software provided by Codature, except where expressly permitted by applicable law.
- Circumvent security measures or access controls implemented by Codature or its clients.
- Use the Services to infringe upon the intellectual property or privacy rights of others.
- Use the Services to transmit unlawful, defamatory, harassing, or otherwise prohibited content.
- Misrepresent your identity or affiliation with any individual or organization.
- Use the Services in any manner that could damage Codature's reputation, infrastructure, or business operations.

Codature reserves the right to investigate suspected violations of these Terms and to suspend or terminate access where necessary to protect the security, integrity, or lawful operation of the Services.

6. User Accounts and Credentials

Certain Services may require user accounts, administrative credentials, API keys, authentication tokens, or other access mechanisms.

You are responsible for maintaining the confidentiality and security of any credentials assigned to you and for all activities that occur under your account unless caused by Codature's negligence or unauthorized actions.

You agree to:

- Maintain accurate account information.
- Protect usernames, passwords, API keys, and authentication credentials.
- Promptly notify Codature of any suspected unauthorized access or security incident involving your account.
- Ensure that authorized users comply with these Terms.

Codature may suspend or disable accounts that present a security risk, violate these Terms, or are reasonably believed to have been compromised. Where practical, we will provide notice before taking such action unless immediate suspension is necessary to protect the security of the Services or other users.

7. Third Party Services and Integrations

The Services may incorporate, integrate with, or rely upon third party products, platforms, software, cloud infrastructure, application programming interfaces ("APIs"), or other services that are owned and operated by independent third parties.

Unless expressly stated in a written agreement, Codature does not own or control these third party services and is not responsible for their availability, functionality, security, performance, or content.

Your use of any third party service is subject to the applicable terms, conditions, and privacy policies of the respective provider. Codature is not liable for any loss, damage, delay, interruption, or other issues arising from the use of third party services beyond our reasonable control.

Where appropriate, Codature may recommend or configure third party services as part of a client solution. Such recommendations are made in good faith based on project requirements but do not constitute a warranty, endorsement, or guarantee of any third party product or service.

8. Confidentiality

Codature recognizes that many client engagements involve confidential business information, proprietary technology, trade secrets, financial information, operational processes, source code, and other sensitive materials.

Each party agrees to protect the confidential information of the other using at least the same degree of care it applies to its own confidential information, and no less than a reasonable standard of care.

Confidential information shall be used solely for the purpose of fulfilling the applicable business relationship or contractual obligations and shall not be disclosed to any third party except:

- With the prior written consent of the disclosing party;
- To authorized employees, contractors, or service providers with a legitimate business need and appropriate confidentiality obligations;
- As required by applicable law, court order, or legal process; or
- As otherwise permitted under a separate written agreement between the parties.

This section supplements, and does not replace, any confidentiality obligations contained in a separate Non Disclosure Agreement, Master Services Agreement, Statement of Work, or other written agreement. In the event of any conflict, the applicable written agreement shall govern.

9. Warranties and Disclaimers

Codature performs its Services using commercially reasonable skill, care, and professional standards consistent with generally accepted industry practices.

Except as expressly provided in a written agreement, the Services are provided on an **"AS IS"** and **"AS AVAILABLE"** basis.

To the fullest extent permitted by applicable law, Codature disclaims all other warranties, whether express, implied, statutory, or otherwise, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, title, non infringement, or uninterrupted availability.

Codature does not warrant that:

- The Services will operate without interruption or error;
- All defects or vulnerabilities can be identified or corrected;

- Third party services or infrastructure will remain continuously available;
- The Services will satisfy every business objective or operational requirement unless expressly agreed in writing; or
- The Services will be free from unauthorized attempts to access or disrupt systems despite commercially reasonable security measures.

Nothing in this section limits any warranties that cannot be excluded under applicable law.

10. Limitation of Liability

To the fullest extent permitted by applicable law, Codature and its officers, directors, employees, contractors, affiliates, licensors, and service providers shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating to the use of, or inability to use, the Services.

This limitation includes, but is not limited to, damages for loss of profits, loss of revenue, loss of business opportunities, loss of goodwill, business interruption, loss or corruption of data, or the cost of procuring substitute services, even if Codature has been advised of the possibility of such damages.

Except where otherwise expressly provided in a written agreement, Codature's total aggregate liability arising out of or relating to these Terms or the Services shall not exceed the total amount paid by the client to Codature for the specific Services giving rise to the claim during the twelve (12) months immediately preceding the event giving rise to the claim.

Nothing in these Terms limits liability that cannot be limited or excluded under applicable law.

11. Indemnification

You agree to defend, indemnify, and hold harmless Codature, its officers, directors, employees, contractors, affiliates, licensors, and service providers from and against any claims, demands, liabilities, damages, losses, costs, expenses, and reasonable attorneys' fees arising out of or relating to:

- Your violation of these Terms;
- Your misuse of the Services;
- Your violation of any applicable law or regulation;
- Your infringement of any intellectual property, privacy, or other legal rights of a third party; or
- Any content, data, or materials provided by you that result in a third-party claim.

Codature reserves the right to assume the exclusive defense and control of any matter subject to indemnification, at your expense where permitted by law. You agree to cooperate fully in the defense of any such claim.

12. Suspension and Termination

Codature reserves the right to suspend, restrict, or terminate access to the Services, in whole or in part, with or without notice, where reasonably necessary to:

- Protect the security, integrity, or availability of the Services;
- Prevent unauthorized access or unlawful activity;
- Respond to actual or suspected security incidents;
- Perform scheduled maintenance or emergency repairs;
- Comply with applicable law, legal process, or regulatory requirements; or
- Enforce these Terms or any applicable agreement.

Clients may terminate Services in accordance with the applicable Master Services Agreement, Statement of Work, subscription agreement, or other written contract governing the engagement.

Termination of access to the Services does not relieve either party of any obligations that, by their nature, survive termination, including obligations relating to payment, confidentiality, intellectual property, indemnification, limitation of liability, and dispute resolution.

Upon termination, Codature will handle Client Data in accordance with the applicable written agreement and our Privacy Policy.

13. Force Majeure

Neither Codature nor the client shall be liable for any delay, interruption, or failure to perform its obligations under these Terms or any related agreement when such delay or failure results from events beyond the affected party's reasonable control, including but not limited to:

- Natural disasters, including hurricanes, floods, earthquakes, or wildfires;
- Acts of God;
- War, terrorism, civil unrest, or public emergencies;
- Government actions, regulations, or restrictions;
- Labor disputes or work stoppages;
- Widespread internet, telecommunications, or utility outages;
- Failures of third-party hosting providers, cloud infrastructure, or other critical service providers;
- Cybersecurity incidents affecting public infrastructure or third-party providers;

- Epidemics, pandemics, or other public health emergencies; or
- Any other event that could not reasonably have been anticipated or prevented through the exercise of reasonable care.

The affected party shall use commercially reasonable efforts to mitigate the impact of the event and resume performance as soon as reasonably practicable. If a Force Majeure event continues for an extended period and materially affects the ability to perform the Services, either party may discuss appropriate modifications to the applicable agreement or, if necessary, terminate the affected Services in accordance with the governing contract.

14. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of law principles.

The parties agree to make a good faith effort to resolve any dispute, claim, or controversy arising out of or relating to these Terms through informal negotiations before initiating formal legal proceedings.

If a dispute cannot be resolved through informal negotiations, it shall be brought exclusively in the state or federal courts located in Palm Beach County, Florida, and each party irrevocably submits to the jurisdiction of such courts.

Nothing in this section prevents either party from seeking temporary or injunctive relief where necessary to protect its confidential information, intellectual property, or other legal rights.

15. Changes to These Terms

Codature reserves the right to modify or update these Terms at any time to reflect changes in our Services, business operations, legal requirements, or industry practices.

When material changes are made, we will update the Effective Date at the beginning of these Terms. Where required by applicable law or an existing contractual agreement, we will provide reasonable notice before such changes become effective.

Your continued use of the Services after the effective date of any revised Terms constitutes your acceptance of the updated Terms unless otherwise required by applicable law or a separate written agreement.

16. Miscellaneous

Entire Agreement

These Terms, together with our Privacy Policy and any applicable written agreements between the parties, constitute the entire understanding regarding the use of the Services and supersede all prior or contemporaneous communications relating to the same subject matter.

Severability

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

No Waiver

The failure of either party to enforce any provision of these Terms shall not constitute a waiver of that provision or any other rights under these Terms.

Assignment

Neither party may assign or transfer its rights or obligations under these Terms without the prior written consent of the other party, except that Codature may assign these Terms in connection with a merger, acquisition, corporate restructuring, or sale of substantially all of its assets.

Independent Contractors

Nothing contained in these Terms creates any partnership, joint venture, agency, employment, or fiduciary relationship between Codature and any client or user. Each party remains an independent contractor and is solely responsible for its own business operations, employees, and obligations.

17. Contact Information

Questions regarding these Terms or the Services may be directed to:

Codature LLC

Email: hi@codature.net

Website: codature.net

