

Cauth AI Website Terms of Use

Last Updated and Effective Date: April 20, 2026

Cauth AI Inc. and its affiliates (“*Cauth*” or “*we*” or “*us*” or “*our*”) provide www.cauth.ai (the “*Website*”) to you subject to these Website Terms of Use (“*Terms*”), which may be updated by us from time to time pursuant to Section 1 herein. By accessing and using the Website, you accept and agree to be bound by these Terms, our [Privacy Policy](#), and any cookie policies present on the Website. If you do not agree to these Terms, you should not access or use the Website. In addition, when accessing the Website you shall be subject to any posted guidelines or rules applicable to the Website, including, without limitation, any acceptable use policy which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

These Terms do not apply to your access to and use of the products and services which we market on our Website (our “*Services*”). Those terms, including how we protect, collect, and use electronic data, text, messages, communications or other materials submitted to and stored within the Services, are detailed in and governed by a Master Service Agreement or other agreement that you may execute with Cauth relating to your access to and use of such Services.

- Changes to Terms.** These Terms, or any part thereof, may be modified by us, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Website after such posting will be deemed to constitute acceptance by you of such modifications, additions, or deletions.
- Changes to Website.** We may change or discontinue any aspect, service, or feature of the Website at any time, including, but not limited to, content, availability, and equipment needed for access or use.
- Third Party Sites and Content.** We may provide links for you to receive more information about our services, sign up for mailing lists, or for other business or information purposes; however, third parties may operate these services or certain features. These Terms do not govern your use of third parties’ features, content or services, or links to other Website on the internet that are owned and operated by third parties. You acknowledge and agree that Cauth is not responsible for the availability of, or any content located on or through, any third-party site, or any services provided by third parties. You further acknowledge that any reliance on representations and warranties provided by any party other than Cauth will be at your own risk. You expressly agree to hold us harmless for any claims of damage arising from any content, product or service provided by any third party. Your use of those third-party Website and services is subject to the terms of use and privacy policies posted on each site or service, and we encourage you to review those terms of use and privacy policies.
- Intellectual Property Rights.** You acknowledge that all text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software, and computer code (collectively, “*Content*”), including but not limited to the “look and feel”, layout, design, structure, color scheme, selection, combination and arrangement of the Content present on the Website is owned by or licensed to Cauth and that such Content is protected by copyright, trademark, trade dress and various other intellectual property and unfair competition laws. Except with our express prior written permission or as permitted by applicable laws, you may not copy, distribute, reproduce, mirror, frame, publicly display, publicly perform, translate, create derivative works of, re-publish or transmit the Website or Content (in whole or in part) in any way or through any medium for distribution, publication, or any commercial purpose.

5. **Disclaimer of Warranty; Limitation of Liability.**

- (A) YOU EXPRESSLY AGREE THAT USE OF THE WEBSITE IS AT YOUR SOLE RISK. NEITHER CAUTH NOR ANY OF ITS EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS, THIRD-PARTY SERVICE PROVIDERS, OR LICENSORS WARRANT THAT USE OF THE WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, NOR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED THROUGH THE WEBSITE.
- (B) THE WEBSITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS.
- (C) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT WILL CAUTH BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF USE OF THE WEBSITE OR ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE WEBSITE, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY, PERTAINING TO OR ON THE WEBSITE. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF CAUTH HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT CAUTH IS NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE WEBSITE OR ANY OTHER THIRD PARTIES. IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY TO APPLY TO YOU, THE LIMITATIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.
- (D) We disclaim any and all liability of any kind for any unauthorized access to or use of your personally identifiable information. By accessing the Website, you acknowledge and agree to our disclaimer of any such liability. If you do not agree, you should not access or use the Website.

6. **Indemnification.** You agree to defend, indemnify and hold harmless Cauth and its respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of the Website by you. Cauth reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide Cauth with such cooperation as is reasonably requested by Cauth.

7. **Termination; Survival.** We may terminate or suspend these Terms at any time without notice to you. Without limiting the foregoing, we shall have the right to immediately terminate your access to the Website in the event of any conduct by you which we, in our sole discretion, consider to be

unacceptable, or in the event of any breach by you of these Terms. The provisions of Sections 1, 2, and 5-12 survive termination of these Terms.

8. **Governing Law; Venue.** Any and all disputes, claims, and controversies arising out of or in connection with your access to, and/or use of the Website, and/or the provision of content, services, and/or technology on or through the Website shall be governed by and construed exclusively in accordance with the laws and decisions of the State of California applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions. If a lawsuit or court proceeding is permitted under these Terms, then you and Cauth agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within Los Angeles, California for the purpose of litigating any dispute.
9. **Dispute Resolution and Arbitration.** In the interest of resolving disputes between you and Cauth in the most expedient and cost-effective manner, you and Cauth agree that, unless prohibited by law, every dispute arising in connection with these Terms will be resolved by binding arbitration. This agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of these Terms.

YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND CAUTH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

Notwithstanding the foregoing, nothing in these Terms will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law; or (d) to file suit in a court of law to address an intellectual property infringement claim.

If you are based in the United States, any arbitration between you and Cauth will be governed by the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association and will be held in Los Angeles, California. Otherwise, any arbitration between you and Cauth will be governed by the Rules of Arbitration of the International Chamber of Commerce and will be held in the English language in London, United Kingdom.

YOU AND CAUTH AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Cauth agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

If this Section is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described herein will govern any action arising out of or related to these Terms.

10. **Copyrights and Copyright Agent.** We respect others' intellectual property rights and expect users and customers to do the same. If you believe that your work has been copied on the Website in a way that constitutes copyright or trademark infringement, please notify us at legal@cauth.ai. We reserve the right to terminate access to the Website for users or customers who post material that infringes the intellectual property rights of others.
11. **Miscellaneous.** These Terms and any operating rules for the Website established by us constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms are for the benefit of Cauth and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the

original purpose in a valid and enforceable manner. The enforceable sections of these Terms will remain binding upon the parties. The section headings used herein are for convenience only and shall not be given any legal import.

12. **Contact Us.** If you have any questions about these Terms, please feel free to contact us at:

Cauth AI Inc.
1520 Manhattan Ave
Hermosa Beach, CA
legal@cauth.ai