

VETIVER APP LLC

Terms of Service

Effective Date: June 10, 2026

Last Updated: June 10, 2026

1. Agreement to These Terms

These Terms of Service ("Terms") govern your access to and use of the Vetiver mobile application and all related services and features (collectively, the "Application"), operated by Vetiver App LLC, a limited liability company organized under the laws of the State of New Jersey, United States ("Company," "we," "us," or "our").

By downloading, accessing, or using the Application, you agree to be bound by these Terms and by our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms in their entirety, you may not access or use the Application.

2. Eligibility

You must be at least thirteen (13) years of age to use the Application. If you are located in the European Union or the United Kingdom, you must be at least sixteen (16) years of age, as required under applicable data protection law.

By using the Application, you represent and warrant that you meet the applicable minimum age requirement and that you possess the legal capacity to enter into a binding agreement. If you are accessing the Application on behalf of a minor for whom you are legally responsible, you accept these Terms on that minor's behalf and assume full responsibility for their use of the Application.

3. Your Account

Access to most features of the Application requires the creation of an account. In connection with your account, you agree to:

- Provide accurate, current, and complete information at the time of registration and to keep such information up to date.
- Maintain the confidentiality of your login credentials and not share them with any third party.
- Accept full responsibility for all activity that occurs under your account, whether or not authorized by you.
- Notify us promptly at legal@vetiver.love if you become aware of or suspect any unauthorized access to or use of your account.

We are not liable for any loss or damage arising from your failure to maintain the security of your account credentials.

4. Nature of the Service

The Application uses your stated preferences, quiz responses, saved fragrance data, interaction history, and local environmental conditions, in conjunction with automated and AI-based systems, to generate fragrance recommendations, comparisons, layering suggestions, and related informational content.

You acknowledge and agree to the following:

- All recommendations, comparisons, and content provided by the Application are informational and advisory in nature only. They do not constitute professional, medical, dermatological, or expert advice of any kind.
- Fragrance perception is subjective and highly individual. How a fragrance presents, performs, and is experienced varies from person to person based on individual body chemistry, skin type, environment, and personal preference. The Application cannot and does not guarantee that you will enjoy, prefer, or respond favorably to any fragrance it suggests.
- Recommendations provided by the Application are not a substitute for personally sampling a fragrance prior to purchase. We strongly encourage you to test any fragrance before acquiring it. All purchase decisions are yours alone.
- We are not responsible or liable for any purchase you make, any expenditure you incur, or any dissatisfaction you experience based on a recommendation, comparison, or any other content generated by the Application.

5. No Liability for Reactions, Allergies, or Injury

The Application provides informational content about fragrances. It does not test, formulate, manufacture, sell, or verify the safety of any fragrance, ingredient, or product.

You acknowledge and agree to the following:

- The Application does not provide allergy, sensitivity, medical, or safety guidance of any kind, and you must not rely on it for any such purpose.
- Fragrances and their constituent ingredients may cause allergic reactions, skin irritation, respiratory responses, or other adverse effects in certain individuals. You are solely responsible for reviewing the actual ingredient list and all manufacturer warnings associated with any product before applying or using it, and for consulting a qualified medical professional where appropriate.
- To the fullest extent permitted by applicable law, we are not liable for any allergic reaction, skin irritation, illness, injury, or other harm of any nature arising from or in connection with any fragrance you discover, sample, purchase, or use through or as a result of the Application, whether or not that fragrance was suggested by the Application.

5.1 Information Shared in AI Advisor Conversations

The AI Advisor accepts free-text input, and you may choose to include health-related information in your messages, such as known allergies or skin sensitivities. We do not request or require such information. The Advisor is not designed or intended to provide allergy, medical, or safety guidance, and any response it generates in connection with such information is a general, automated output only. It does not constitute a verification, confirmation, or guarantee that any fragrance or ingredient is safe or suitable for you.

You remain solely responsible for independently verifying a fragrance's ingredients with the manufacturer and for consulting a qualified medical professional before use. The limitations of liability set forth in this Section and in Section 12 apply in full to any such interaction.

5.2 Automated Output; No Warranty of Accuracy

The Advisor is an automated system powered by third-party artificial intelligence models. Its responses are generated automatically and may be inaccurate, incomplete, or incorrect. You acknowledge and agree that the Advisor may produce statements that appear to characterize a fragrance or ingredient as safe, allergy-free, hypoallergenic, free of a specific ingredient, or unlikely to cause a reaction. Any such statement is an automated output and does not constitute a representation, warranty, or guarantee by us. You agree that you will not rely on any statement made by the Advisor regarding safety, allergens, ingredients, or health. To the fullest extent permitted by applicable law, we are not liable for any harm, reaction, injury, or loss arising from reliance on any Advisor output, regardless of whether that output was accurate.

6. Subscriptions, Payments, and Promotional Codes

6.1 Service Tiers

The Application is available at no charge for standard features and offers a paid subscription tier ("Pro") that unlocks additional functionality.

6.2 Billing and Payment

Subscriptions are sold and billed through the Apple App Store or Google Play. All billing is governed by the applicable platform's terms of service. We do not collect or store your payment card details. Payment is charged to your App Store or Google Play account upon confirmation of purchase.

6.3 Auto-Renewal

Subscriptions renew automatically at the end of each billing period unless canceled at least twenty-four (24) hours before the renewal date. Your account will be charged for renewal within twenty-four (24) hours prior to the end of the current period at the rate confirmed at the time of purchase.

6.4 Cancellation

You may cancel your subscription at any time through your App Store or Google Play account settings. Deletion of the Application or your Vetiver account does not constitute cancellation of your subscription. You must cancel directly through the platform on which you purchased the subscription.

6.5 Refunds

All refund requests are subject to the refund policies of Apple or Google, as applicable. We do not directly process refunds for purchases made through third-party platforms.

6.6 Credits and Promotional Codes

The Application may offer credits or promotional codes from time to time. Such credits and codes have no cash value, are non-transferable, and may not be sold, assigned, combined, or otherwise exploited. We reserve the right to void any credit or promotional code obtained

through error, fraud, or abuse, and to modify or discontinue any promotional program at any time without notice.

7. Acceptable Use

You agree that you will not, and will not attempt to:

- Copy, scrape, harvest, extract, or systematically collect any data, content, fragrance information, or other materials from the Application by automated or manual means.
- Reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, models, or underlying architecture of the Application or its recommendation systems.
- Use any data, content, or output from the Application to develop, train, or improve any competing product, service, or dataset.
- Resell, sublicense, redistribute, or commercially exploit any portion of the Application or its content without our express written authorization.
- Abuse, exploit, or manipulate credits, promotional codes, free trial periods, or subscription features in a manner inconsistent with their intended purpose.
- Interfere with, disrupt, or attempt to gain unauthorized access to the Application, our servers, infrastructure, or any other user's account.
- Use the Application for any purpose that is unlawful or in violation of these Terms.

The Application's data, fragrance database, recommendation outputs, and all related content are proprietary to Vetiver App LLC. Unauthorized copying, extraction, or use of any such materials constitutes a material breach of these Terms and an infringement of our intellectual property rights. We reserve the right to pursue all available legal and equitable remedies, including injunctive relief and monetary damages, against any person or entity engaged in such conduct.

8. Intellectual Property

The Application and all of its contents, including its software, design, branding, the Vetiver name and logo, the fragrance database, recommendation engine, models, text, graphics, and all other materials (collectively, "Vetiver Content"), are owned by Vetiver App LLC or its licensors and are protected by applicable intellectual property laws, including copyright, trademark, and trade secret law.

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable license to access and use the Application for your own personal, non-commercial purposes. No other rights are granted. All rights not expressly granted are reserved by Vetiver App LLC.

9. User-Generated Content

The Application permits you to create content such as journal entries, personal notes, ratings, and wear-test logs ("User Content"). You retain ownership of your User Content.

By submitting User Content, you grant Vetiver App LLC a worldwide, non-exclusive, royalty-free license to store, process, display, and use that content solely for the purposes of operating and providing the Application to you, and to improve our services through aggregated and de-identified analysis as described in our Privacy Policy. This license terminates upon deletion

of your account or the relevant content, subject to any retention obligations described in the Privacy Policy.

You represent and warrant that you have the right to submit any User Content you provide and that your User Content does not violate any applicable law or the rights of any third party.

10. Affiliate Links and Third-Party Content

The Application may, now or in the future, contain affiliate links to third-party retailers. If you purchase a product through such a link, we may receive a commission at no additional cost to you. Where affiliate links are present, we will provide appropriate disclosure in accordance with applicable law, including guidelines issued by the U.S. Federal Trade Commission.

We are not responsible for the products, services, pricing, availability, content, or practices of any third-party retailer or website. Any transaction you enter into with a third party is solely between you and that third party. We disclaim all liability in connection with such transactions.

11. Disclaimers

THE APPLICATION AND ALL CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VETIVER APP LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY RECOMMENDATION, COMPARISON, OR OTHER CONTENT WILL BE ACCURATE, COMPLETE, OR APPROPRIATE FOR YOUR INDIVIDUAL CIRCUMSTANCES.

12. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VETIVER APP LLC AND ITS OWNER, MEMBERS, EMPLOYEES, AND AGENTS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE APPLICATION, ANY RECOMMENDATION OR CONTENT GENERATED BY THE APPLICATION, OR ANY FRAGRANCE YOU DISCOVER, PURCHASE, OR USE AS A RESULT OF USING THE APPLICATION.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THE APPLICATION OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) THE TOTAL AMOUNT YOU PAID US IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR (B) FIFTY UNITED STATES DOLLARS (\$50.00).

Certain jurisdictions do not permit the exclusion or limitation of certain categories of damages. Nothing in these Terms limits liability that cannot be excluded or limited under applicable law.

13. Indemnification

You agree to indemnify, defend, and hold harmless Vetiver App LLC and its owner, members, employees, and agents from and against any claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or in connection with: (a) your use of or access to the Application; (b) your violation of these Terms; (c) your violation of any applicable law or regulation; or (d) your infringement of any third party's rights.

14. Termination

We may suspend or terminate your access to the Application at any time, with or without prior notice, if you violate these Terms, misuse the Application, or engage in conduct that we reasonably determine to be harmful to Vetiver App LLC, other users, or third parties.

You may discontinue use of the Application and delete your account at any time. Provisions of these Terms that by their nature are intended to survive termination, including Sections 8 (Intellectual Property), 11 (Disclaimers), 12 (Limitation of Liability), and 13 (Indemnification), will remain in full force and effect following termination.

15. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of the State of New Jersey, United States, without regard to its conflict-of-laws principles. You agree that any dispute, claim, or controversy arising out of or relating to these Terms or the Application will be subject to the exclusive jurisdiction of the state and federal courts located in New Jersey, and you consent to personal jurisdiction in those courts.

Nothing in this Section limits any right you may have under applicable law in your jurisdiction of residence to bring proceedings before a court in that jurisdiction.

16. Changes to These Terms

We reserve the right to modify these Terms at any time. When we make material changes, we will provide advance notice through an in-application notification or by email, as required by applicable law, before the revised Terms take effect. Non-material changes may be made without advance notice, and the "Last Updated" date will reflect any revision.

Your continued use of the Application following the effective date of any revised Terms constitutes your acceptance of the changes. If you do not agree to the revised Terms, you must discontinue use of the Application and may delete your account prior to the effective date.

17. Contact

For questions or concerns regarding these Terms, please contact us:

Vetiver App LLC

Email: legal@vetiver.love

Address: 68 Larry Court, Dayton, New Jersey 08810