

Terms and Conditions

ODRISC TECHNOLOGIES.

1. GENERAL TERMS AND CONDITIONS

We request you to read the Terms and Conditions contained in this document carefully since any use of this site constitutes your acceptance of the Terms and Conditions set out herein. If you do not agree to these terms and conditions, you may not use this website/app.

Thank you for visiting the Odrisc Technologies website/app. Throughout this website/app, the terms "we", "us", "our" and "Odrisc" refer to Odrisc Technologies, and any of its direct and indirect subsidiaries. "You" refers to any person accessing and/or using this website/app.

1.1 Usage permissions

This site is to be used by any person who is at least 18 years old. If you are not at least 18 years old you may not use this website/app.

Odrisc Technologies hereby gives You a personal, non-exclusive, non-transferable, right to access and use the website/app (without any right of sub-license).

1. You are not to use the odrisc website/app for or on behalf of any third party or to provide a service.
2. Your use should be limited to your own personal, internal academic or other non-commercial use,
3. you should comply with our user identification, authentication and authorization process and to all applicable laws and regulations with respect to your use of this website or mobile app
4. You should not copy, duplicate or modify content of this website or mobile app in any form of media or by other means

For users identified as, for example "anonymous users", "registered users", "subscription users", and "API-users", a particular usage limit or conditions may be imposed of any features, functionalities and services in case of any threat to odrisc technologies website/app.

1.2 Modifications

Please review these terms and conditions routinely for any changes made to the odrisc technologies website/app. Current version can be viewed at any time at <https://www.odrisc technologies.com/terms-conditions>.

We keep the right to create or remove, modify or change these terms and conditions at any time, and you agree to be obligated by any such changes. Any new features, functionalities can be included to improve our website/app shall be subject to these terms and conditions.

1.3 Links to other Sites

This service may contain links to other sites. If you click on third-party link, you will be directed to that site. Note that these external sites are not operated by us. Transactions that occur between you and any third party sites are strictly between you and the third party and are not the responsibility of Odrisc Technologies. Therefore we strongly advise you to review the terms and conditions and privacy policy of these websites. We have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

No changes or modifications to the Odrisc Technologies domain names, brand names or logos may be made. Use of the Odrisc Technologies domain names, brand names or logos for purposes other than linking to the Odrisc website/app is expressly forbidden. The domain names, brand names and logos must not be used or associated with any obscene, scandalous, inflammatory, pornographic, indecent, profane, defamatory or unlawful site or materials in any way, or in any manner that would adversely affect the name, reputation and goodwill of Odrisc Technologies and its products. We retain and reserve all rights in and to Odrisc's trade names, trademarks, copyrights and all other intellectual property with respect to its domain names, brand names and logos. Odrisc Technologies reserves the right to cancel the Permission at any time and for any reason. Upon receipt of such notification, use of the domain names, brand names or logos must cease and the link between the web sites must terminate. Use of Odrisc's trademarks, trade names, logos, copyrighted material or any other intellectual property of Odrisc Technologies for any purpose not stated herein is expressly forbidden.

1.4 LEGALLY-COMPELLED DISCLOSURE OF USER INFORMATION

You agree that in the event we receive a subpoena issued by a court or from a law enforcement or government agency, we shall comply with such subpoenas without your consent or prior notice to you and may disclose your IP address, username, name, IP location or other information in response thereto.

1.5 SYSTEMS RELIABILITY

Odrisc Technologies aims to keep the website/app available twenty-four (24) hours a day, seven (7) days a week and to maintain saved information. However, Odrisc Technologies shall not be liable for any lost, altered, or corrupted information or any damages related to non-availability of the website/app.

1.6 PROHIBITED ACTIVITIES

You are prohibited from doing any act that Odrisc Technologies in its absolute discretion may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to this website/app including but not limited to:

- Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent) or any other of the legal rights of individuals
- Using this website to defame or libel Odrisc Technologies, its employees or other individuals or acting in such a way that brings into disrepute the good name of Odrisc Technologies;
- Uploading files that contain viruses that may cause damage to the property of Odrisc Technologies or the property of other individuals; and
- Posting or transmitting to this website/app any non-authorized material including but not limited to material that is in our opinion likely to cause annoyance, detrimental to or in violation of Odrisc's or any third party's systems or network security, libelous, defamatory, racist, obscene, threatening, pornographic, profane or is otherwise unlawful.

1.7 DISCLAIMER OF WARRANTIES AND LIABILITY

Unless explicitly agreed upon otherwise, e.g. as part of a paid Odrisc Technologies membership agreement:

- Neither Odrisc Technologies nor its suppliers or licensors makes any warranty whatsoever, including without limitation, that the operation of the website/app will be uninterrupted or error-free; that any defects will be corrected; that the website/app, including the server that makes it available, is free of viruses or other harmful components; or as to the accuracy, completeness, reliability, availability, suitability, quality, non-infringement, operation or result obtained from the use of any Content, product or service provided on, accessible from or distributed through the website/app.
- Please note that all membership plan or services purchases are final and non-refundable. Once your membership plan or services is activated, you will not be eligible for a refund under any circumstances, including but not limited to dissatisfaction with the services, change of mind, or inability to use the services.
- However, as a courtesy, we offer the option to adjust the remaining balance of your gold membership plan into platinum membership plan available on our platform. This adjustment is subject to the following conditions: **Eligibility:** Only users with an active gold membership plan are eligible for the adjustment into platinum membership plan. **Selection of platinum membership:** The value of the remaining gold membership fee can be applied toward any available platinum membership at the time of adjustment. The selection of platinum membership must be completed within [specified time frame – 7-14 days] from the date of request for adjustment. **No Cash Value:** The remaining balance of your gold membership fee has no cash value and cannot be exchanged for cash or a refund. It can only be applied to platinum membership offered by our platform. **Non-Transferable:** The adjustment to platinum membership plan is non-transferable and must be used by the original account holder.
- THE WEBSITE/APP AND ALL CONTENT, PRODUCTS AND SERVICES INCLUDED IN OR ACCESSIBLE FROM THE WEBSITE/APP ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND (EXPRESS, IMPLIED AND STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF TITLE AND NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), ALL OF WHICH ODRISC TECHNOLOGIES DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW. YOUR USE OF THE WEBSITE/APP AND ITS CONTENT, PRODUCTS AND SERVICES IS AT YOUR SOLE RISK.
- All calculations must be confirmed before use. The estimated results are not a substitute for clinical judgment. Neither Odrisc Technologies nor any other individual, organization or other party involved in the preparation or publication of this website shall be liable for any special, consequential, or exemplary damages resulting in whole or part from any use of or reliance upon the results or values generated by the calculators or other information or materials included on this Website/App. If you are not willing to accept the terms and conditions we ask that you do not use our services.
- To the extent permitted under applicable law, no responsibility is assumed for any injury and/or damage to persons, animals or property as a matter of products liability, negligence or otherwise, or from any use or operation of any ideas, instructions, methods, products or procedures contained in the Website/app. Medical and healthcare providers should exercise their own independent clinical judgment. No suggested test or procedure should be carried out unless, in the provider's judgment, its use is justified. Because of rapid advances in the medical sciences, we recommend that the independent verification of diagnoses, indications and drug dosages if made any using the website/app should be verified by the healthcare providers. Discussions, views, and recommendations as to medical or health care procedures, methods, products, choice of drugs, and drug dosages are the responsibility of the health care providers.
- TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL ODRISC TECHNOLOGIES OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, PERSONAL INJURY (INCLUDING DEATH), LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL

DAMAGES OR LOSSES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE WEBSITE/APP OR ITS CONTENT, PRODUCTS OR SERVICES, OR SHALL THE LIABILITY OF ODRISC TECHNOLOGIES OR ITS SUPPLIERS AND LICENSORS EXCEED A SUM EQUAL TO THE FEES PAID BY YOU HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- Odrisc Technologies does not claim ownership, endorse or take responsibility for any third-party products, information, guidelines, materials or services that may be offered, advertised, provided or displayed on the Website/app or incorporated in the Content, products or services contained on, accessible from or distributed through the Website/app.

1.8 EXPORT RESTRICTIONS

Software from this Website/app may be further subject to Export laws, rules and regulations, as amended from time to time.

1.9 MOBILE SERVICES

If Odrisc Technologies permits or makes available to you the ability to: (a) upload content to the website/app via your mobile telephone and/or tablet ("mobile device"), (b) receive and reply to messages, or to access or make posts using text messaging, (c) browse the website/app from your mobile device or (d) to access features through a mobile application you have downloaded and installed on your mobile device (collectively "Mobile Services"), your mobile carrier's standard data, Internet, messaging and other service fees and charges apply to your use of, and access to, the Mobile Services, and you are solely responsible for all such fees and charges. The Mobile Services may not be compatible with all mobile devices, carriers, and services, and Odrisc Technologies does not make any representations or warranties regarding such compatibility. You are solely responsible for ensuring that your mobile device is compatible with the type of content being provided through the Mobile Services. You understand that content delivered as part of the Mobile Services may be delivered to your device through premium mobile services and acknowledge that you are solely and exclusively responsible for any charges for such services, including but not limited to any roaming charges.

You may be given the option to register to receive commercial messages from Odrisc Technologies via your mobile device. You understand that you may be charged by your wireless service provider in connection with the receipt of such messages. You may "opt out" of receiving future messages by following the instructions provided (i) in the wireless messages or (ii) on the website/app where you registered to receive such messages.

1.10 JURISDICTION AND GOVERNING LAW

The Odrisc Technologies products, services, materials, offers and information appearing on this website/app are intended for users and/or customers worldwide. However Odrisc Technologies makes no representation that the products, services, and content of this website/app are appropriate or available in locations other than the India.

You and Odrisc Technologies agree that any controversy or claim arising from or pertaining to the use of this website shall be governed by the laws of the India, without giving effect to any choice-of-law provisions, and be submitted to the exclusive jurisdiction of the courts of the India.

2. USER CONTENT SUBMISSION GUIDELINES

We may allow you to comment on and participate in interactive features on our website/app, e.g. our comments section, or in social communities owned by Odrisc Technologies. We may also allow you to submit content and materials for use on our website/app via our online forms and features. For example, as a creator/editor of a calculator, formula or equation you may be able to submit text, calculation logic, code, photographs, messages, or videos. The things you post or submit for use on our website/app are "User Content".

You agree to these submission guidelines ("Guidelines"), our full Terms and Conditions and any additional terms by submitting User Content.

2.1 ALL USER CONTENT SUBMITTED TO US

You agree that your User Content is accurate and complete. You also agree that:

- Your User Content is created exclusively by you. This means that you did not copy it from any other source. If you did not create your User Content, anyone that created it or helped create it, you must give permission to submit your User Content to us. You must obtain consent and a release from any person (or the legal guardians of any persons) depicted in your User Content before you submit it with full knowledge from these persons that we may exploit it in any manner whatsoever. Anyone you get consent from must understand that we will use the content you submit in any manner we think is appropriate.
- Your User Content does not threaten or disparage others. This includes not harassing or intimidating other users. It also includes not defaming or libeling anyone. Your User Content does not use hateful language. This includes not making negative comments connected to race, national origin or religion. You also cannot disparage someone because of their gender, age, or sexual preference.
- Your User Content does not disclose confidential or personal information about others. Your User Content will only disclose personal information with the other person's consent. This also means that your User Content does not include information you must keep confidential under contract. This also means that your User Content does not violate anyone's privacy or publicity rights.

2.2 USER CONTENT SUBMITTED FOR USE ON OUR WEBSITE/APP

- You agree that any material you submit to our website/app page by upload, or otherwise, including any data, questions, comments, ideas, suggestions or the like ("website/app Content") are, and will be treated as, non-confidential and non-proprietary.
- You grant us an unrestricted, royalty-free license to your submitted website/app Content. We may use your website/app Content in any manner, including hosting, caching, copying, selling, or distributing your website/app Content. You also understand that we may modify, edit, reformat, or translate your website/app Content.
- We may use and publish your website/app Content in any format and in all media that exists now, or may exist in the future. You agree that we may use any part of your website/app Content, including any of your ideas, concepts, or techniques for any purpose, and that any such use is without compensation to you. For example, we may use your website/app Content to develop, manufacture and market products. We may sub-license any of these rights to other third parties. These third parties may benefit from the rights and licenses granted to us under these Submission Guidelines, our Terms and conditions and privacy policy. Your website/app Content may be searched and accessed by others.
- You represent and warrant that you own your website/app Content and have the right to grant the license described above. You further represent and warrant that our use of your website/app Content will not violate anyone's intellectual property rights or other rights of any person or entity or otherwise place us in breach of any applicable laws. Odrisc Technologies is under no obligation to use the information submitted. You understand that Odrisc Technologies employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your website/app Content and that Odrisc Technologies is only willing to consider the submissions of website/app Content under these terms and conditions and Privacy Policy.

2.3 USER CONTENT SUBMITTED FOR USE ON OUR WEBSITE/APP AS LICENSED CONTENT

- You grant us a restricted, royalty-bearing license to your submitted website/app Content. We may use your licensed Website/app Content as part of paid membership services offered to other Odrisc Technologies users or third parties. You also understand that we may modify, edit, reformat, or translate your website/app Content.
- We may use and publish your website/app Content in any format and in all media that exists now, or may exist in the future as part of paid membership services offered by Odrisc Technologies. You agree that we may use any part of your website/app Content, and that any such use is subject only to the applicable compensation to you as defined by our current pricing and licensing plans.
- We may use your website/app Content to develop, manufacture and market products. We may sub-license any of these rights to other third parties. These third parties may benefit from the rights and licenses granted to us under these Submission Guidelines, our Terms and Conditions and Privacy Policy. Your website/app Content may be searched and accessed by others.
- You represent and warrant that you own your website/app Content and have the right to grant the license described above. You further represent and warrant that our use of your website/app Content will not violate anyone's intellectual property rights or other rights of any person or entity or otherwise place us in breach of any applicable laws. Odrisc Technologies is under no obligation to use the information submitted. You understand that Odrisc Technologies employs both internal and external resources which may have developed or may in the future develop ideas identical or similar to your website/app Content and that Odrisc Technologies is only willing to consider the submissions of website/app Content under these Terms and Conditions and Privacy Policy.

2.4 USER CONTENT POSTED ON OUR COMMUNITIES

Our social media pages ("Communities") are for expressing opinions and creating discussions. We allow postings ("Community Content") on these pages following these guidelines. We ask that you play nice and be polite. While we encourage the sharing of your comments, photos, videos, and links, please understand that the Community Content posted to our Communities does not represent the opinions of Odrisc Technologies or its affiliates. Community Content that we feel are offensive, inappropriate or not otherwise keeping with the spirit of the website/app page, such as advertising, spam, posts that reflect irresponsible practices, are off-topic, or contain vulgar language, posts that may violate the rights of others, or violate any social community's terms of use, may be removed. We also reserve the right to block users from posting content.

We love to see all your comments, photos and videos. By submitting or uploading your story, comment, photo or video, you are authorizing Odrisc Technologies to use, publish, and otherwise reproduce, modify and distribute Community Content with or without your name in perpetuity, worldwide in any and all Odrisc Technologies or odrisc.com related media for any lawful purpose. These uses may include, but are not limited to, information, education, promotion or advertising of odrisc.com or its products via the Internet, web sites, mobile apps, and social media. If individuals other than you appear in the photo or video, you must have permission to use the photo or video from the individuals.

2.5 CONTENT AND LIMITATIONS ON USE

You may print or download Content from the website/app for your own personal, non-commercial, informational or scholarly use, provided that you keep intact all copyright and other proprietary notices.

You may not copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate or create other derivative works from, or sell, rent or license all or any part of the Content, products or services obtained from the Odrisc website/app in any medium to anyone, except as otherwise expressly permitted under these Terms and Conditions, relevant license or membership agreement or authorization by us.

You may not reverse engineer, disassemble, decompile or translate any software in the Content, or otherwise attempt to derive the source code of such software, except to the extent expressly permitted under applicable law, without our prior written permission. You may not engage in systematic retrieval of Content from the Odrisc website/app to create or compile, directly or indirectly, a collection, compilation, database or directory without our prior written permission.

Unless expressly authorized by us, you may not use any robots, spiders, crawlers or other automated downloading programs, algorithms or devices, or any similar or equivalent manual process, to: (i) continuously and automatically search, scrape, extract, deep link or index any Content; (ii) harvest personal information from the website/app for purposes of sending unsolicited or unauthorized material; or (iii) cause disruption to the working of the website/app or any other person's use of the website/app. If the website/app contains robot exclusion files or robot exclusion headers, you agree to honor them and not use any device, software or routine to bypass them. You may not attempt to gain unauthorized access to any portion or feature of the website/app, any other systems or networks connected to the website/app or to any Odrisc Technologies server, or any of the products or services provided on, accessed from or distributed through the website/app. You may not probe, scan or test the vulnerability of the website/app or any network connected to the website/app or breach the security or authentication measures on the website/app or any network connected to the website/app.

3. PRIVACY POLICY

Odrisc Technologies is committed to maintaining your confidence and trust with respect to the privacy of the personal information we collect from you. Please read our privacy policy (<https://www.odrisc.com/privacy-policy>) carefully to understand how we collect, use and share your personal information, and what your rights are regarding personal information on our website/app.

4. COPYRIGHT INFRINGEMENT NOTIFICATION

Odrisc Technologies is committed to complying with Indian and international copyright law and to respond to claims of copyright infringement. Odrisc Technologies will promptly process and investigate notices of alleged infringement and will take appropriate actions.

Notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for this site in the manner described below:

By Mail:

Odrisc Technologies
ATTN: Legal Department, Copyright Notices
23/25, 1st floor, Vasil Khan Marg,
Mumbai, India.

For your complaint to be valid, you must provide all of the following information when providing notice of the claimed copyright infringement:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of the infringing activity, and that is to be removed or access to which is to be disabled, as well as information reasonably sufficient to permit Odrisc Technologies to locate the material;
- Information reasonably sufficient to permit Odrisc Technologies to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address;

- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

You should be aware that, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorneys' fees.

5. CHANGES TO THIS AGREEMENT

We reserve the right to modify this Agreement at any time. If changes are made, we will notify you through the Website/app or by other means. Your continued use of the website/app following any modifications constitutes your acceptance of the revised Agreement.

CONFIDENTIAL