

Odaseva.com Terms of Use

Last Updated July 20, 2018

Odaseva.com, Inc. (together with Odaseva Technologies SAS, collectively, “*Odaseva*,” “*we*,” “*us*,” or “*our*”) makes this website, <https://www.odaseva.com/>, or other Odaseva-operated website or application (collectively, the “*Site*”) available to you conditioned upon your acceptance of the following Terms of Use (“*Agreement*”).

BY ACCESSING OR USING THE SITE IN ANY WAY, YOU AGREE TO AND ARE BOUND BY THIS AGREEMENT, AND IF YOU DO NOT ACCEPT ANY OF THE TERMS OF THIS AGREEMENT AND/OR YOU DO NOT MEET OR COMPLY WITH THEIR PROVISIONS, YOU MAY NOT USE THIS SITE.

IMPORTANT NOTICE: YOUR USE OF THE SITE IS SUBJECT TO AN ARBITRATION PROVISION, REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION. Please carefully review Section 10 of this Agreement for more information.

1. ACCESS AND USE OF THE SITE

The Site and all related content (including white papers), and any and all intellectual property rights in the foregoing (collectively, “*Odaseva Content*”), shall at all times remain the exclusive property of Odaseva or its third-party licensors. On the condition that you comply with all your obligations under this Agreement, Odaseva grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the Site for your internal purposes. You are not acquiring any rights in or to the Odaseva Content other than a non-exclusive right to access and use the Site solely in accordance with the term of this Agreement. Any use of the Site that exceeds the rights expressly granted in this Agreement is strictly prohibited and constitutes a violation of this Agreement, which may result in the termination of your right to access and use the Site.

2. SUBMITTED SUGGESTIONS

We welcome your comments regarding the Site and Odaseva Content. If you elect to provide or make available suggestions, comments, ideas, improvements, or other information or materials to us (“*Suggestions*”) in connection with or related to the Site or Odaseva Content, you grant us a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable license, with the right to sublicense, to use and disclose such Suggestions in any manner and via any media Odaseva chooses, without reference to its source and without any other obligation.

3. USE OF THE SITE

- A. You agree to use the Site only for purposes that are permitted by (i) this Agreement and (ii) any applicable law or regulations.
- B. You agree not to access (or attempt to access) the Site by any means other than your browser or through an interface that is provided by us. You also agree that you will not engage in any activity that interferes with or disrupts the Site (or the servers and networks which are connected to the Site).
- C. You may not reverse engineer, copy, reproduce, or create derivative works of all or any portion of the Odaseva Content. You also may not use any bot, spider, or other automatic or manual device or process, except as authorized by Odaseva, for the purpose of harvesting or compiling information on the Site for any reason.

- D. The Site may only be used by you and you will not impersonate any person or entity, or falsely state or otherwise misrepresent your identity or any information you submit to the Site.
- E. Your access to the Site is provided on a temporary basis with no guarantee for future availability. We reserve the right to modify or discontinue, temporarily or permanently, your access to the Site, or any portion of the Site.

4. MODIFICATIONS TO THE TERMS

We reserve the right, at any time, to modify, alter, or update the Agreement without prior notice. Modifications shall become effective immediately upon being posted on the Site. Your continued use of the Site after modifications are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications.

5. LINKS

For your convenience, we may provide links to various other websites that may be of interest to you and for your convenience only. However, Odaseva does not control or endorse such websites and is not responsible for their products, services or content nor is it responsible for the accuracy or reliability of any information, data, opinions, advice, or statements contained within such websites.

6. YOUR PRIVACY; PROTECTION OF YOUR ACCOUNT CREDENTIALS

- A. Our [Privacy Policy](#) describes how we collect and use personal information about you collected in and through the Site.
- B. You are responsible for protecting any account log-in credentials from unauthorized access and use. You must promptly notify Odaseva (using contact information provided in Section 12, below) of any known or suspected unauthorized use(s) of any Odaseva account.

7. NO WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN A WRITTEN AGREEMENT BETWEEN YOU AND ODASEVA, THIS SITE AND ALL ODASEVA CONTENT AND SERVICES ACCESSIBLE THROUGH THIS SITE, ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF TITLE OR NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, SHALL ODASEVA OR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, STOCKHOLDERS, MEMBERS, EMPLOYEES, AGENTS, OR CONTRACTORS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE SITE OR ANY ODASEVA CONTENT OR SERVICES RELATED TO THE SITE.

THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR OTHERWISE, INCLUDING LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT, NEGLIGENCE, GROSS NEGLIGENCE, OR OTHER TORTUOUS ACTION, EVEN IF AN AUTHORIZED REPRESENTATIVE OF ODASEVA HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH THE SITE OR ODASEVA CONTENT OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE OR THE ODASEVA CONTENT.

IN THE EVENT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES CONTAINED IN THIS AGREEMENT SHALL BE DETERMINED BY A COURT TO BE INVALID OR UNENFORCEABLE, THEN SUCH PROVISIONS SHALL BE REFORMED TO THE MAXIMUM LIMITATION PERMITTED BY APPLICABLE LAW. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT OR THE USE OR EXPLOITATION OF ANY OR ALL PARTS OF THE SITE OR ODASEVA CONTENT IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00).

IF YOU ARE A CALIFORNIA RESIDENT OR COULD OTHERWISE CLAIM THE PROTECTIONS OF CALIFORNIA LAW, YOU FURTHER EXPRESSLY WAIVE THE PROVISIONS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND SECTION 1542 OF THE CALIFORNIA CIVIL CODE, AND YOU HEREBY EXPRESSLY WAIVE AND RELINQUISH ALL RIGHTS AND BENEFITS UNDER THAT SECTION AND ANY LAW OF ANY JURISDICTION OF SIMILAR EFFECT WITH RESPECT TO YOUR RELEASE OF ANY CLAIMS YOU MAY HAVE AGAINST ODASEVA.

9. INDEMNITY

You agree to defend, indemnify, and hold Odaseva and its affiliates, and their respective officers, directors, managers, stockholders, members, employees, agents, and contractors (collectively the "*Odaseva Indemnitees*"), harmless from and against any all claims, losses, liabilities, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees) resulting from or alleged to result from your use of the Site or Odaseva Content or your violation of this Agreement.

10. GOVERNING LAW; ARBITRATION

This Agreement shall be governed by the laws of the State of Massachusetts, without regard to the conflict of laws principles that would result in the application of the laws of another jurisdiction. Any claim, controversy, or dispute arising out of or relating to this Agreement shall be settled by arbitration in the State of Massachusetts administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) shall be final, binding and enforceable in any court of competent jurisdiction. All costs relating to the arbitration shall be borne equally by the Parties, other than their own attorneys' fees.

11. MISCELLANEOUS TERMS

- A. This Agreement constitutes the entire agreement between you and Odaseva relating to your use of, and access to, the Site and Odaseva Content and supersedes any prior or contemporaneous agreements or representations.
- B. If any portion of this Agreement is ruled invalid or otherwise unenforceable, it shall be deemed amended in order to achieve as closely as possible the same effect as originally drafted. Any invalid

or unenforceable portion should be construed as narrowly as possible in order to give effect to as much of this Agreement as possible. Our failure to enforce or exercise any provision of this Agreement or related right will not constitute a waiver of that right or provision.

- C. Descriptive headings contained in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of this Agreement. Although this Agreement may be translated into other languages, the English language version of this Agreement shall control in any dispute between the parties. For purposes of this Agreement: (i) the words “include,” “includes” and “including” are deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice versa; (v) words denoting any gender include all genders; and (vi) “\$” refers to U.S. dollars.
- D. No rights or obligations under this Agreement may be assigned or transferred by you, either voluntarily or by operation of law, without our express written consent and in our sole discretion. Nothing in this Agreement will confer upon any person, other than the parties, any rights, remedies, obligations, or liabilities whatsoever.
- E. You can provide any notices to us under this Agreement by e-mail or mail using the contact information provided in Section 12. You agree that all communications that we send to you electronically satisfy any legal requirement that a communication be in writing.

12. HOW TO CONTACT US

If there are any questions regarding this Privacy Policy you may email us at data-privacy@odaseva.com or contact us using the information below:

Odaseva.com, Inc.
Attn: Privacy Officer
[185 Alewife Brook Parkway, Suite 210](#)
[Cambridge, MA 02138](#)
[United States of America](#)