Terms of service

LAST UPDATED SEPTEMBER 3, 2026

Welcome to Odynn. Odynn provides services that enable our customers ("Customers" or "you") to maximize the efficacy of the use of their credit cards, including when and where to use the correct credit cards to maximize earning potential and the optimal way to use your points and miles for travel (as modified from time to time, collectively, the "Odynn Services"). Odynn's mobile application (as modified from time to time, the "Mobile App"), the websites at https://www.odynn.com and https://www.awayz.com (each, a "Site") and the various other related services, premium and other features, functions, software, applications and websites (together with the Odynn Services, the Mobile App and the Site, collectively the "Services") are provided and operated, and are being made available to you and the other Customers, and the other users of any of the Services (collectively, "Users") by Odynn Corp, a Delaware corporation (dba Odynn) ("Odynn", "us" or "we"). All defined terms used herein shall have the meanings prescribed to these terms in these Terms of Service.

IMPORTANT! THESE TERMS OF SERVICE ("TERMS") GOVERN YOUR USE OF THE SERVICES, THE MOBILE APP, THE SITE, AND THE OTHER SERVICES. BY CLICKING "I AGREE", DOWNLOADING, USING, CONFIGURING OR ACCESSING THE SERVICES, THE MOBILE APP, THE SITE OR ANY OF THE OTHER SERVICES OR OTHERWISE SIGNIFYING YOUR ACCEPTANCE OF THESE TERMS, YOU REPRESENT AND WARRANT THAT (A) YOU ARE AUTHORIZED TO ENTER THESE TERMS OF SERVICE FOR AND ON BEHALF OF YOURSELF, AND ARE DOING SO, (B) YOU CAN LEGALLY ENTER INTO THESE TERMS AND (C) YOU HAVE READ AND UNDERSTAND AND AGREE THAT YOU (AND YOUR ORGANIZATION) AND EACH USER SHALL BE BOUND BY THESE TERMS OF SERVICE AND ODYNN'S PRIVACY POLICY AND ALL MODIFICATIONS AND ADDITIONS PROVIDED FOR. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE OR THE PRIVACY POLICY, PLEASE DO NOT USE THE SERVICES OR ANY OF THE OTHER SERVICES.

These Terms contain an Arbitration provision which will, with limited exception, require you to submit disputes you have against Odynn to binding and final arbitration. You will

only be permitted to pursue claims against Odynn on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding; and you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.

1. Eligibility.

To access and use the Services, the Mobile App, the Site and the other Services, you must be at least 18 years of age. BY CLICKING THE "I AGREE" BUTTON, BY DOWNLOADING, INSTALLING OR OTHERWISE ACCESSING OR USING THE SERVICES, THE MOBILE SERVICES OR ANY OF THE OTHER SERVICES, YOU REPRESENT THAT:

- YOU HAVE NOT BEEN PREVIOUSLY SUSPENDED OR REMOVED FROM THE SERVICES, THE MOBILE APP OR ANY OF THE OTHER SERVICES;
- YOU CONFIRM THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH ODYNN;
- YOU WILL COMPLY WITH THESE TERMS AND ALL APPLICABLE LOCAL, STATE, NATIONAL AND INTERNATIONAL LAWS, RULES AND REGULATIONS; AND
- YOU ARE NOT A COMPETITOR OF ODYNN AND DO NOT INTEND TO USE THE SERVICES, THE MOBILE APP OR ANY OF THE OTHER SERVICES FOR REASONS THAT ARE IN COMPETITION WITH ODYNN OR OTHERWISE TO REPLICATE SOME OR ALL OF THE OTHER SERVICES FOR ANY REASON.

2. Privacy.

Your privacy is important to Odynn. Our goal is to make the Services and the other Services as good, useful and rewarding for you as possible. In order to do that, Odynn may collect and process information from you when you use the Services, the Mobile App or any of the other Services. Odynn will collect certain personally identifiable information from you as set forth in more detail in our Privacy Policy. By accessing or using the Services or any of the other Services, you agree that Odynn may collect, use and disclose, as set forth in the Privacy Policy, the information you provide when you access and use the Services or any of the other Services, and in some cases, information that is provided by or through any of the Services.

3. The Services.

Accessing and Using the Services.

a. To access and use the Services, you must first download the Mobile App onto your phone or other mobile device from the Google Play Store or the Apple App Store (the "App Store"). After that, you must register and create an account.

b. In registering and creating an account, you agree to (i) provide true, accurate, current, and complete information about yourself as prompted during the registration and account creation process ("Registration Data"), and (ii) maintain and promptly update the Registration Data, including credit card information, to keep it true, accurate, current and complete. You are responsible for all activities that occur under your account. If you provide any information that is untrue, inaccurate, not current, or incomplete, or Odynn has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Odynn has the right to suspend or terminate your account and prohibit you from accessing and using the Services and/or any of the other Services. You agree not to create an account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one account. You agree not to create an account or to access and use the Services or any of the other Services if you have been previously removed by Odynn or if you have been previously banned from accessing and using the Services or any of the other Services.

c. When accessing the Services through the Mobile App that was downloaded from an App Store, you acknowledge and agree that: (a) these Terms are concluded between us, and not with the App Store, and that we are solely responsible for the Mobile App (and not the App Store); (b) the App Store has no obligation to furnish any maintenance and support services with respect to the Mobile App; (c) the App Store is not responsible for addressing any claims you have or any claims of any third party relating to the Mobile App or your possession and use of the Mobile App, including, but not limited to: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under consumer protection or similar legislation; and (iv) any third party claim that the Mobile App or your possession and use of the Mobile App infringes that third party's intellectual property rights; and (d) you must also comply with all applicable third party terms of service, including the Apple App Store Terms and Conditions and the Usage Rules or the Google Play Terms of Service, when using the Mobile App; and (e) Apple Inc. and its subsidiaries are third-party beneficiaries of these Terms and may enforce them against you.

Features

a. The standard features of the Odynn Service enable us to advise you on how to maximize the earnings on your spending by determining which credit card to use and when to use a credit card, based on your credit card and spending history (as modified from time to time, the "Standard Features"). Certain of the Standard Features require you to opt-in to providing us with real-time geo-location information to fully function.

b. The Services also offer certain premium features (as modified from time to time, the "Premium Features" and together with the Standard Features, collectively, the "Features"). The current Premium Features enable you to set your goals regarding travel, flight, hotel cash back, or maximizing points and with that, our proprietary algorithm can help determine which credit cards in the specific order are necessary to achieve your goals. There may be restrictions on your ability to change your goals depending on the Fee Option that you have selected.

c. Odynn reserves the right, at its sole discretion, to change, modify, add, or remove any of the Features. Odynn will use commercially reasonable efforts to notify you of any such change. Odynn may provide notice through a pop-up or banner within any of the Services, by sending an email to any address you may have used to register for an account, or through other similar mechanisms.

4. Fees, Payments and Refunds.

Fees

There are various fee options to be able to access and use the Services (collectively, the "Fee Options"). The current Fee Options and the fees can be found on the Website and the Mobile App (collectively, the "Fees"). Not all Features are available under all of the Fee Options. You may change your Fee Option on the Website and the Mobile App. If you have any questions, please contact us at support@odynn.com.

Payment and Taxes

a. Payments. Unless otherwise agreed by Odynn, all Fees shall be paid in accordance with the Fee Option that you selected by credit or debit card. You authorize Odynn (i) to keep

your credit or debit card number on file for future Fees and (ii) to charge your credit or debit card for any such Fees.

b. Payment Processing. Unless otherwise agreed by Odynn, all Fees and other payments made in connection with the Features and the Services shall be made through a third-party payment processor directed by Odynn (e.g., Stripe, etc.) (any such third-party payment processor, the "Payment Processor"). By agreeing to these Terms or continuing to use any of the Services, you agree to be bound by the Payment Processor's terms of service or other agreement that apply to the applicable payment processing services. As a condition of Odynn's enabling payment processing services through a Payment Processor, you agree to provide Odynn accurate and complete information about you, your business, your credit or debit card or bank account and such other information required by the Payment Processor, and you authorize Odynn to share it and any relevant transaction information related to your use of the payment processing services provided by the Payment Processor.

c. Future Services. In paying any of the Fees, you acknowledge and agree that you are not relying on future availability of any of the Features.

Changes in Fees and Payment Methods.

Odynn reserves the right at any time to change the Fees (including to begin charging for services that it is currently providing free of charge) and billing methods, either immediately upon posting on any of the Services or by notifying you by email.

Refunds.

ALL FEES ARE NON-REFUNDABLE, NON-CANCELLABLE AND NON-CREDITABLE UNLESS OTHERWISE REQUIRED BY LAW OR AGREED TO BY ODYNN IN ITS SOLE DISCRETION.

5. License Grant; Unauthorized Use.

a. License Grant. Subject to your compliance with all the terms and conditions set out in these Terms, Odynn hereby grants to you a limited, non-exclusive, non-transferable, freely revocable (a) license to install, access and use the Mobile App on your mobile and other devices and (b) right to access and use the Services, the Site, and the other Services, to the extent of, and in accordance with, these Terms.

b. Prevention of Unauthorized Use. Odynn reserves the right to exercise whatever lawful means it deems necessary to prevent the unauthorized access or use of the Services, the Mobile App or the circumvention of the other Services, including, but not limited to, technological barriers, IP mapping, and directly contacting your Internet Service Provider (ISP) regarding such unauthorized use.

6. Additional Policies.

When requesting, accessing or using the Services or any of the other Services, you may be subject to any additional posted policies, guidelines or rules applicable to the Services, the Mobile App, the Site and the other Services and the Features which may be posted from time to time (as modified from time to time, the "Policies"). All such Policies are hereby incorporated by reference into these Terms.

7. Respecting other People's Rights.

Odynn respects the rights of others and so should you. You therefore shall treat all Users with respect, including all other Customers.

8. Account Security.

You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your mobile devices, and you agree to accept responsibility for all activities that occur under your account or password.

If you change or deactivate the email that you used to create your account, you must update your account information within 72 hours so that Odynn can continue to communicate with you.

If, at any time, you have reason to believe that your account is no longer secure (e.g., in the event of a loss, theft or unauthorized disclosure or use of your account ID, password, or any payment information (if applicable)), then you shall immediately notify Odynn at support@odynn.com. You may be liable for the losses incurred by Odynn or others due to any unauthorized use of your account or any of the Services.

9. Modification of these Terms.

Odynn reserves the right, at its sole discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms to the Site, the Mobile App or any of the other Services. If Odynn updates these Terms, it will update the "last updated" date at the top of the Terms. Please check these Terms, including any Policies, periodically for changes. Your continued use of the Services, the Mobile App or any of the other Services after the posting of changes constitutes your binding acceptance of such changes. In the event of a change to these Terms that materially modifies your rights or obligations (including applicable fees), Odynn will use commercially reasonable efforts to notify you of such change. Odynn may provide notice through a pop-up or banner within any of the Services, by sending an email to any address you may have used to register for an account, or through other similar mechanisms. Additionally, if the changed Terms materially modify your rights or obligations, Odynn may require you to provide consent by accepting the changed Terms. If Odynn requires your acceptance of the changed Terms, changes are effective only after your acceptance. For all other changes, except as stated elsewhere by Odynn, such amended Terms or fees will automatically be effective, replacing the previously effective Terms or fees, thirty (30) days after they are initially posted on any of the Services. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE SERVICES AND ALL OF THE OTHER SERVICES.

To the extent that any modifications to the Terms or Policies are not allowed under applicable laws, the prior most recent version of the Terms or Policies shall continue to apply.

10. Digital Millennium Copyright Act.

It is Odynn's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act. For more information, please go to Odynn's DMCA Policy located in Legal of http://odynn.com. If you file a notice with our copyright agent, it must comply with the requirements set forth in 17 U.S.C. § 512(c)(3). Odynn reserves the right to terminate without notice any User's access to the Services, the Mobile App, the Site and the other Services if that User is determined by Odynn to be a "repeat infringer." In addition, Odynn accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

11. Prohibited Conduct.

BY ACCESSING OR USING THE SERVICES, THE MOBILE APP OR ANY OF THE OTHER SERVICES YOU, AGREE NOT TO:

- Decipher, decompile, disassemble, reverse engineer, modify, translate, or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Mobile App or any of the other Services, in whole or in part (except to the extent that the laws of your jurisdiction make such restrictions unenforceable);
- Accessing or using the Services or any of the other Services for the benefit of anyone other than yourself except in accordance with these Terms, including selling, reselling or distributing, in whole or in part, the Services, or using the Services as part of a service bureau or outsourcing offering;
- Provide any services, directly or indirectly, that are similar to, or based on, the Services or any of the other Services or any other services based upon any of the Services;
- Reproduce (except as expressly permitted herein), modify, adapt, translate or otherwise make any changes to the Mobile App or any part thereof;
- Copy, disclose, or distribute any data or other information available through the Services, the Mobile App, the Site or any of the other Services, including any information, in any medium, including without limitation on the Site, by any automated or non-automated "scraping;"
- Interfere with, circumvent or disable any security or other technological features or measures of the Mobile App or the Services or attempt to gain unauthorized access to the Services;
- Use bots or other automated methods to: access the Mobile App or any of the Services, download any information, send or redirect messages or perform any other activities through the Mobile App or any of the Services;
- Take any action that Odynn determines, in its sole discretion, imposes or may impose, an unreasonable or disproportionately large load on its infrastructure;
- Upload invalid data, viruses, worms or other software agents through the Site, the Mobile App and/or any of the other Services;
- Impersonate any person or entity, use a fictitious name, or misrepresent your affiliation with a person or entity;
- Use the Services, the Mobile App or any of the other Services for any unlawful or inappropriate activities, such as gambling, obscenity, pornography, violence, transmission of deceptive messages, or harassment; or

- Use any of the Services for any commercial solicitation purposes.

12. Third-Party Sites.

The Services and/or any of the other Services may include links or references to other web sites or services ("Third-Party Sites") solely as a convenience to Users. These sites or services may include links for applying for credit cards. Odynn does not endorse any such Third-Party Sites or the services, information, materials, products, or services contained on or accessible through Third-Party Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through any of the Services are solely between you and such advertiser. Access and use of Third-Party Sites, including the information, materials, products, and services on or available through Third-Party Sites are solely at your own risk.

13. Mobile and Data Services.

You are responsible for any mobile and data charges that you may incur for using the Mobile App, the Odynn Service and any of the other Services. If you're unsure what those charges may be, you should ask your service provider before using the Mobile App, the Services or any of the other Services. In addition, downloading, installing, or using the Mobile App may be prohibited or restricted by your mobile carrier, and the Mobile App may not work with all carriers or devices. Therefore, you are solely responsible for checking with your mobile carrier to determine if the Mobile App is available for your mobile device(s), what restrictions, if any, may be applicable to your use of the Mobile App, and how much they will cost you. All use of the Mobile App must be in accordance with these Terms.

14. Termination; Terms of Use Violations.

Odynn

You agree that Odynn in its sole discretion, for any or no reason, and without penalty, may terminate your access and use of the Services or any of the other Services or any account (or any part thereof) that you may have with Odynn and remove and discard all or any part of your account, user profile, at any time. Odynn may also in its sole discretion and at any

time prohibit you from accessing and using the Services or discontinue providing access to the Services or any of the other Services, or any part thereof, with or without notice. You agree that any termination of your ability to access or use the Services, the Mobile App or any of the other Services or any account you may have or portion thereof may be affected without prior notice, and you agree that Odynn will not be liable to you or any third party for any such termination. Odynn reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Odynn to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms. Any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities. These remedies are in addition to any other remedies that Odynn may have at law or in equity. As provided herein, Odynn does not permit copyright infringing activities on the Site, the Mobile App, or any of the other Services, and Odynn shall be permitted to terminate access to the Services or any of the other Services. BY ACCEPTING THESE TERMS, YOU WAIVE AND SHALL HOLD ODYNN HARMLESS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ODYNN DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER ODYNN OR LAW ENFORCEMENT AUTHORITIES.

You.

Your only remedy with respect to any dissatisfaction with (i) the Services, the Mobile App, the Site or any of the other Services, (ii) any term of these Terms or (iii) any policy or practice of Odynn in operating the Services, the Mobile App, the Site or the other Services, is to terminate your use of the Services and the other Services and your account. You may terminate your use of the Services and any of the other Services and your account at any time. After such termination, you must refrain from using the Services and any of the other Services until authorized by Odynn.

15. Ownership: Proprietary Rights.

The Services, the Mobile App, the Site and the other Services are owned and operated by Odynn. The visual interfaces, graphics, design, compilation, information, computer code (including source code or object code), products, software, services, and all other elements of the Services provided by Odynn (the “Materials”) are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other

relevant intellectual property and proprietary rights, and applicable laws. All Materials contained on any of the Services are the property of Odynn or its subsidiaries or affiliated companies and/or third-party licensors. All trademarks, service marks, and trade names are proprietary to Odynn or its affiliates and/or third-party licensors. Except as expressly authorized by Odynn, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make unauthorized use of the Materials. Odynn reserves all rights not expressly granted in these Terms.

You hereby grant to Odynn a non-exclusive, worldwide, fully paid-up, royalty-free, non-terminable, perpetual, irrevocable right and license to use, disclose, modify, reproduce, license, distribute, commercialize and otherwise freely exploit any feedback, comments, or suggestions that you provide with respect to the Services, the Mobile App, the Site and/or the other Services and all related intellectual property, without restriction of any kind and without any right of accounting.

16. Indemnification.

You agree to indemnify, defend, and hold Odynn its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, and partners harmless from any third-party claims, losses, damages, or liabilities, including legal fees and expenses, arising out of your use or misuse of the Services, the Mobile App, the Site or any of the other Services, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. Odynn reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Odynn and you agree to cooperate with Odynn's defense of these claims. Odynn will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

17. No Warranties; Disclaimers.

No Warranties.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ODYNN AND ITS AFFILIATES, CONTRACTORS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, THIRD-

PARTY PARTNERS, LICENSORS AND SUPPLIERS (COLLECTIVELY, THE "ODYNN PARTIES") DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES, THE MOBILE APP, THE SITE, THE OTHER SERVICES AND THE FEATURES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, ODYNN PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT THE SERVICES, THE MOBILE APP, THE SITE, THE OTHER SERVICES OR THE FEATURES, WILL MEET YOUR REQUIREMENTS OR ACHIEVE ANY INTENDED RESULTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE ODYNN PARTIES OR THROUGH THE SERVICES, THE MOBILE APP, THE SITE OR THE OTHER SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

"As Is" and "As Available" and "With all Faults".

YOU EXPRESSLY AGREE THAT THE SERVICES, THE MOBILE APP, THE SITE AND ANY OF THE OTHER SERVICES, AND THE FEATURES, ANY DATA, ASSESSMENTS, RESULTS, INFORMATION, THIRD-PARTY SOFTWARE, CONTENT, THIRD-PARTY SITE, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH ANY OF THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

Platform Operation and Content.

THE ODYNN PARTIES DO NOT WARRANT THAT THE DATA, RESULTS, CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICES, THE MOBILE APP, THE SITE OR ANY OF THE OTHER SERVICES OR THE FEATURES OR ANY THIRD-PARTY SITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

Accuracy.

EXCEPT AS SPECIFICALLY PROVIDED IN WRITING BY ODYNN, THE ODYNN PARTIES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE

RESULTS OF THE USE OF ANY OF THE SERVICES OR ANY THIRD-PARTY SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

Harm to your Mobile Devices.

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN INFORMATION, MATERIALS, ASSESSMENTS, RESULTS OR DATA THROUGH THE SERVICES, THE MOBILE APP, THE SITE OR ANY OF THE OTHER SERVICES OR THE FEATURES OR ANY THIRD-PARTY SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR MOBILE DEVICES) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF SUCH MATERIAL OR DATA.

18. Limitation of Liability and Damages.

Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, NEGLIGENCE, WILL THE ODYNN PARTIES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR YOUR INABILITY TO USE THE SERVICES, THE MOBILE APP, THE SITE OR ANY OF THE OTHER SERVICES OR THE FEATURES OR ANY THIRD-PARTY SITE, OR ANY OTHER INTERACTIONS WITH ODYNN OR ANY OTHER CUSTOMER, EVEN IF ODYNN OR AN ODYNN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, ODYNN'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Damages.

IN NO EVENT WILL THE ODYNN PARTIES' TOTAL CUMULATIVE LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO

YOUR ACCESS AND USE OF THE SERVICES, THE MOBILE APP, THE SITE OR ANY OF THE OTHER SERVICES OR THESE TERMS OR THE FEATURES, OR YOUR INTERACTION WITH ODYNN (WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, WARRANTY, OR OTHERWISE), EXCEED THE GREATER OF (A) $50 AND (B) AN AMOUNT EQUAL TO THE FEES (IF ANY) PAID BY YOU DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

Release for Disputes between Users.

If you have a dispute with any other Users (including any other Customer) or other third parties, you hereby release Odynn and the other Odynn Parties from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Third-Party Sites.

THESE LIMITATIONS OF LIABILITY ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY YOU BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD-PARTY SITES OR OTHERWISE BY THIRD PARTIES OTHER THAN ODYNN AND RECEIVED THROUGH OR ADVERTISED ON ANY OF THE SERVICES OR RECEIVED THROUGH ANY THIRD-PARTY SITES.

Basis of the Bargain.

YOU ACKNOWLEDGE AND AGREE THAT ODYNN HAS OFFERED THE SERVICES, THE MOBILE APP AND THE OTHER SERVICES AND THE FEATURES, SET ITS PRICES, AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND ODYNN, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND ODYNN. ODYNN WOULD NOT BE ABLE TO AUTHORIZE YOU TO ACCESS AND USE OF THE SERVICES OR

ANY OF THE OTHER SERVICES TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

Limitations by Applicable Law.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION WHERE YOU ARE LOCATED.

19. United States Export Controls.

You agree not to import, export, re-export, or transfer, directly or indirectly, any part of the Services or any of the other Services or any underlying intellectual property, information or technology except in full compliance with all United States, foreign and other applicable export control laws and regulations.

20. Miscellaneous.

Notice.

Odynn may provide you with notices, including those regarding changes to these Terms, by email, regular mail or postings on any of the Services. Notice will be deemed given twenty-four hours after the email is sent, unless Odynn is notified that the email address is invalid. Alternatively, Odynn may give you legal notice by mail to a postal address, if provided by you through any of the Services. In such case, notice will be deemed given three days after the date of mailing. Notices posted on any of the Services are deemed given 30 days following the initial posting.

Waiver.

The failure of Odynn to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Odynn.

Dispute Resolution.

If a dispute arises between you and Odynn, the goal is to provide you with a neutral and cost-effective method of resolving the dispute quickly. Accordingly, you and Odynn agree that any dispute, claim or controversy at law or equity that arises out of these Terms, the Services, the Mobile App, the Site or any of the other Services (a "Dispute") will be resolved in accordance with this Section 20.3 or as Odynn and you otherwise agree in writing. Before resorting to these dispute methods, Odynn strongly encourages you to first contact Odynn directly to seek a resolution.

a. Choice of Law. These Terms shall be governed in all respects by the laws of the State of New York, without regard to its conflict of law provisions. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO ANY DISPUTE OR OTHERWISE IN CONNECTION WITH THESE TERMS OR ANY OF THE SERVICES.

b. Arbitration and Class Action Waiver. PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.

1. ARBITRATION. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND ODYNN (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) IN CONNECTION WITH THESE TERMS OR ANY OF THE SERVICES, INCLUDING WITHOUT LIMITATION YOUR RIGHTS OF PRIVACY WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION AND YOU AND ODYNN HEREBY EXPRESSLY WAIVE TRIAL BY JURY. ANY ARBITRATION SHALL BE IN ENGLISH AND THE PLACE OF ARBITRATION SHALL BE NEW YORK COUNTY, NY. YOUR ARBITRATION FEES AND YOUR SHARE OF ARBITRATOR COMPENSATION SHALL BE GOVERNED BY SUCH RULES. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND ODYNN WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. YOU MAY BRING DISPUTES ONLY ON YOUR OWN BEHALF.

Neither you nor Odynn will participate in a class action or class wide arbitration for any disputes covered by these Terms to arbitrate. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST ODYNN INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Odynn is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms.

2. Judicial Form for Disputes. In the event that the agreement to arbitrate under Section 20.3(b) is found not to apply to you or your claim, you and Odynn agree that any judicial proceeding (other than small claims actions) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the federal or state courts covering New York County, NY. Both you and Odynn irrevocably consent to venue and personal jurisdiction there. Notwithstanding the foregoing, Odynn may bring a claim for equitable relief in any court with proper jurisdiction.

3. Survival. This arbitration agreement will survive the termination of your use of the Services or any of the other Services or your relationship with Odynn.

c. 30-Day Right to Opt-Out. You have the right to opt-out and not be bound by the arbitration provisions set forth in this Section 20.3 above by sending written notice of your decision to opt-out to support@odynn.com. The notice must be sent to Odynn within thirty (30) days of your use of any of the Services or agreeing to these Terms, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

d. Improperly Filed Claims. All claims you bring against Odynn must be resolved in accordance with this Section 20.3. All claims filed or brought contrary to this Section 20.3 shall be considered improperly filed. Should you file a claim contrary to this Section 20.3, Odynn may recover attorneys' fees and costs up to $15,000, provided that Odynn has

notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

e. Prevailing Party. In the event that either party institutes any legal suit, action or proceeding against the other party arising out of or relating to these Terms, the Privacy Policy, the Services or any of the Services, the prevailing party in the suit, action or proceeding shall be entitled to receive in addition to all other damages to which it may be entitled, the costs incurred by such party in conducting the suit, action or proceeding, including reasonable attorneys' fees and expenses and court costs.

f. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR DISPUTE YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS, THE PRIVACY POLICY, ANY OF THE SERVICES OR ANY OF THE OTHER SERVICES OR YOUR RELATIONSHIP WITH ODYNN MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR DISPUTE IS PERMANENTLY BARRED.

Severability.

If any provision of these Terms (including any Policies) is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from these Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

Relationship of the Parties.

The parties agree that nothing in these Terms shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the parties, or as authorizing either party to act as the agent of the other. You are and will remain an independent contractor in your relationship to Odynn. Nothing in these Terms shall create any obligation between either party and a third party.

Assignment.

These Terms and related Policies, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Odynn without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

Survival.

Upon termination of these Terms, your use of the Services, the Mobile App, the Site or any of the other Services or the Features or your relationship with Odynn any provision which, by its nature or express terms should survive, will survive such termination or expiration, including, but not limited to, Sections 1, 2, 4 and 10 - 20.

Headings.

The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and will not be deemed to limit or affect any of the provisions hereof.

Entire Agreement.

These Terms, together with the Privacy Policy and the Policies, are the entire agreement between you and Odynn relating to the subject matter herein and will not be modified except by a change to these Terms or Policies made by Odynn as set forth in Section 9 above.

No Agency.

No agency, partnership, joint venture, employee-employer or franchiser franchisee relationship is intended or created by these Terms.

Geographic Restrictions.

Odynn is based in the state of Connecticut in the United States. Odynn makes no claims that accessing or using or that any of the Services or any of the content is accessible or appropriate outside of the United States. Accessing or using the Services, the Mobile App, the Site or any of the other Services may not be legal by certain persons or in certain countries. If you access any of these Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Odynn with respect thereto.

Electronic Communications.

The communications between you and Odynn use electronic means, whether you visit the Site or the other Services or send Odynn e-mails, or whether Odynn posts notices on the Site or the other Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Odynn in an electronic form; and (b) agree that all terms, conditions, agreements, notices, disclosures, and other communications that

Odynn provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing. The foregoing does not affect your statutory rights.

Disclosures.

The Services, the Mobile App, the Site and the other Services are offered by Odynn Corp (dba Odynn) located at: P. O. Box 642, Lakeville, CT 06039 and email: support@odynn.com.

If you are a California resident, you may have this same information emailed to you by sending a letter to Odynn Corp (dba Odynn), P. O. Box 642, Lakeville, CT 06039 with your email address and a request for this information.

California users are also entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.