

Pain Diary – End User License Agreement

PLEASE READ THE FOLLOWING END USER LICENSE AGREEMENT TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING OR USING THE PAIN DIARY APP. THESE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND OPES GROUPS.

Pain Diary’s End User Licence Agreement ("EULA")

Version 1.0

Last updated on March 20, 2022

This Pain Diary’s End User License Agreement (“EULA”) is a legal agreement between any end user of OPES Groups’ products and services (“You” or “Your”) and OPES Groups (“Us”, “Our”, “We”), for Your access to and use of the Pain Diary: Map and Track Your Hand Pain that links to this EULA (together with any successor applications thereto, the “App”) and our websites (including web applications), portals, or systems that link to this EULA (together with any successor applications, thereto, the “Site”). The App and the Site together with any back-end functionalities relating thereto are collectively called the “Services” in this EULA.

By continuing to use the App, You agree as follows:

- Any information that We collect through Your use of the App is subject to the Pain Diary’s Privacy Policy (<https://www.opesgroups.com/pain-diary-privacy-policy>), which is part of this EULA;
- You are at least 18 years old or have been legally emancipated;
- You understand and intend that this EULA document is a legally binding agreement and the equivalent of a signed, written contract;
- You will use the App in a manner consistent with applicable laws and regulations and this EULA, as they may be amended by OPES Groups from time to time; and
- You understand, accept, and have received these terms, and acknowledge and demonstrate that You can access these terms at any time at <https://www.opesgroups.com/pain-diary-license> and the Privacy Policy at any time at <https://www.opesgroups.com/pain-diary-privacy-policy> any information that We collect through Your use of the App is subject to the Pain Diary’s Privacy Policy (<https://www.opesgroups.com/pain-diary-privacy-policy>) which is part of this EULA;

IF YOU DO NOT UNDERSTAND OR AGREE WITH THE EULA AND DO NOT ACCEPT THESE TERMS, DO NOT DOWNLOAD OR USE PAIN DIARY APP AND IMMEDIATELY DELETE ALL FILES, IF ANY, ASSOCIATED WITH THE ACCOMPANYING SERVICES AND MATERIALS FROM YOUR DEVICE(S).

ARBITRATION NOTICE: EXCEPT IF YOU OPT-OUT AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND OPES GROUPS WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY CONTINUING TO USE THE APPLICATION, AND UNLESS YOU OPT-OUT, YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. YOU CAN OPT-OUT OF THE ARBITRATION AGREEMENT BY CONTACTING INFO@OPESGROUPS.COM WITHIN 30 DAYS OF ACCEPTING THESE TERMS.

WHAT IS PAIN DIARY?

Section 1

Pain Diary is an App allows you to map and track your hand pain. You can choose to capture photographs and/or select photographs/images from your camera roll (the “Captured Photographs”) of the affected/problematic area (example: hand, wrist, fingers, etc.,) and pinpoint the pain points by placing “X” marks and highlight large areas by drawing on the photographs/images. You can generate Pain Records with all the pain information and store them securely on Your local device. You can choose to share these Pain Records individually or as multiple records in PDF form to the people You trust such as Your health care team, family, and/or friends. You can choose to create a Health Profile associated with Your Personal Information, Health Information, and other information – that is again, stored securely on Your local device. You may access and use the App only in accordance with the terms in this EULA, and You agree to comply with all applicable laws, rules, and regulations, including any other policies incorporated into the terms in this EULA, such as the Pain Diary’s Privacy Policy (<https://www.opesgroups.com/pain-diary-privacy-policy>).

We do NOT provide medical advice

OPES Groups provides the App as a software platform only.

ALL OF THE OPINIONS EXPRESSED WITHIN THE EDUCATIONAL INFORMATION DELIVERED AND WITHIN THE PROVIDED LINKS ARE THOSE OF THEIR AUTHORS AND NOT NECESSARILY THOSE OF OPES GROUPS. THE HEALTH EDUCATIONAL INFORMATION IS ONLY FOR EDUCATIONAL PURPOSES AND DOES NOT CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE OR OPINION.

OPES Groups is not a medical professional, and OPES Groups does not provide medical services, render medical advice or provide online pharmacy services. If You have questions regarding the health educational information, You should directly contact that healthcare professional.

If at any time You are concerned about Your condition, or You believe that You or someone else has a serious or life-threatening condition, call 9-1-1 immediately in areas where that service is available, or go to the nearest open clinic or emergency room.

WHO IS ELIGIBLE TO USE PAIN DIARY?

Section 2

By downloading and using the App, You represent and warrant:

1. That You are at least 18 years old and are otherwise legally qualified to enter into and form contracts under applicable law or You are the parent or legal guardian of a minor and are authorized to enter into a contract for the benefit of the minor receiving the App;
2. Your Personal Information is true, accurate, current, and complete;
3. You will update Your Personal Information as needed to maintain its accuracy;
4. You are authorized to enter App Data to the App; and
5. You are legally authorized to view Your Personal Information, Health Information and all other information (the "App Data") that You view via the OPES Groups platform.

NOTE: THIS EULA IS VOID WHERE PROHIBITED BY LAW. DO NOT USE THE APP WHERE PROHIBITED BY LAW. YOU UNDERSTAND THAT YOUR USE OF THE APP MAY INVOLVE OR REQUIRE THE TRANSMISSION OF SIGNIFICANT AMOUNTS OF DATA. YOU ARE RESPONSIBLE FOR ALL DATA CHARGES THAT MAY BE

CHARGED BY YOUR WIRELESS CARRIER OR INTERNET SERVICE PROVIDER OR THAT MAY OTHERWISE ARISE FROM YOUR USE OF THE APP.

HOW WILL OPES GROUPS TELL YOU IF WE CHANGE THE TERMS IN THIS EULA?

Section 3

With the exception of the Arbitration Agreement (see “Dispute Resolution” section) included at the end of this EULA, OPES Groups reserves the right to change or modify the App and/or the terms of this EULA at any time without prior notice to You. If We change or modify the terms of this EULA, We will let You know by (1) posting a new version of the EULA to the App via the App Provider; and/or (2) emailing You at Your provided email (if any provided).

If You continue to use the App after We have let You know that We have made changes, You agree to be bound by the modified EULA. If You do not accept the changes, You should immediately stop using the App and delete all files associated with the App on Your device(s).

WHO OWNS THE APP AND THE SERVICES?

Section 4

OPES Groups owns the App and the Services. Subject to Your compliance with this EULA, OPES Groups grants You a non-exclusive, non-sublicensable, revocable, non-transferable license to use the App for purposes of sharing Your Health Information to Your healthcare provider and tracking Your own medical conditions, pain, and symptoms. **THE SERVICES ARE FOR YOUR PERSONAL USE AND NON-COMMERCIAL USE ONLY.** You may not use the Services for any other purpose than what is allowed under this EULA without OPES Groups’ express written permission.

You may not use OPES Groups’ name, trademarks, service marks, or logos, or those of third-parties appearing on the App in any advertising or publicity or to otherwise indicate OPES Groups’ or such third-party’s sponsorship or affiliation with any product or service without express written permission from OPES Groups or such third-party.

You own Your Personal Information (as defined in the Privacy Policy located at <https://www.opesgroups.com/pain-diary-privacy-policy>) and any other content You post on or through the App. You represent and warrant that You have permission to view the Personal Information and Health Information through the App. For Us to provide You with the App, You grant to OPES Groups a perpetual, non-exclusive, fully paid and royalty-free, transferable, sublicensable, worldwide license to use Your content for the purpose of providing the App and Services, subject to the restrictions in the Privacy Policy (<https://www.opesgroups.com/pain-diary-privacy-policy>). You also agree to allow OPES Groups to de-identify and anonymize Your content, including without limitation, Your Personal Information, and to use or disclose such de-identified information for any legal purpose.

App Store & Google Play (“App Provider”)

If You downloaded the App from the Apple App Store or Google Play (the “App Provider”), by agreeing to this EULA, You acknowledge that You understand and agree to the following:

1. This EULA is only between You and OPES Groups, and not between You and the App Provider, and only OPES Groups is responsible for the App (not the App Provider);
2. The App Provider has no obligation to furnish any maintenance or support services with respect to the Services;
3. In the event of any failure of the App to confirm to any applicable warranty, (i) You may notify the App Provider and the App Provider will refund the purchase price for the App to You (if applicable), (ii) to the maximum extent permitted by applicable law, the App Provider will have no other warranty obligation whatsoever with respect to the App, and (iii) any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to confirm to any warranty will be Our responsibility;
4. The App Provider is not responsible for addressing any claims You have or any claims of any third-party relating to the App or Your possession and use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to confirm to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
5. In the event of any third-party claim that the App or Your possession and use of the App infringes that third-party’s intellectual property rights, the App Provider will not be responsible for the investigation, defense, settlement, or discharge of any such intellectual property infringement claim; and

6. The App Provider, and its subsidiaries, are third-party beneficiaries of this EULA as it relates to Your license of the App. This means that, upon Your acceptance of this EULA, the App Provider will have the right (and will be deemed to have accepted the right) to enforce this EULA as related to Your license of the App against You.

Apple users only: If You downloaded the App from the Apple App Store, the license granted to You in this EULA is non-transferable and is for use of the App on any Apple products that You own or control.

WHAT ARE YOU PROHIBITED FROM DOING WITH THE APP?

Section 5

OPES Groups imposes certain restrictions on Your use of the App. While using the App or any part of the Services, You shall not:

- a. Provide false, misleading, or inaccurate information to OPES Groups;
- b. Impersonate, or otherwise misrepresent affiliation, connection or association with, any person or entity;
- c. Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the App or the Site for any use, including without limitation use on third-party websites;
- d. Access content or data not intended for You, or log onto a server or account that You are not authorized to access;
- e. Violate any applicable law or regulation;
- f. Attempt to probe, scan, or test the vulnerability of the App, the Site, or any associated system or network, or breach security or authentication measures without proper authorization;
- g. Interfere or attempt to interfere with the use of the Site or the App by any other user, host or network, including, without limitation by means of submitting a virus, overloading, “flooding,” “spamming,” “mail bombing,” or “crashing”;
- h. Forge any TCP/IP packet header or any part of the header information in any e-mail or in any uploading or posting to, or transmission, display, performance or distribution by means of, the App or the Site;
- i. Post or transmit any unsolicited advertising, promotional materials, “junk mail”, “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation;

- j. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by OPES Groups, You, or any other third-party (including another user) to protect the App;
- k. Attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form of any of the source code used by OPES Groups in providing the App or the Site. Any violation of this section may subject You to civil and/or criminal liability; or
- l. Encourage or enable any other individual to do any of the above.

OPES Groups is not obligated to monitor Your use of the App, but We may do so to ensure Your compliance with this EULA, and to respond to law enforcement or other government agencies if and when We are required to. **OPES Groups reserves the right to suspend or terminate Your use of the App without any prior notice to You, if You partake in any of the prohibited uses described above.**

WHO PROTECTS YOUR LOGIN INFORMATION?

Section 6

Use of the App may require You to provide us with Your name, email address, etc., associated with a Third-Party Service Provider such as Google Drive to give You the access to maintain a secure backup of Your App Data in cloud and/or share the App Data across Your devices to keep it up to date. You are responsible for maintaining the confidentiality of Your login information and other credentials. You may not use the account, username, or password of any other user at any time. You agree to notify OPES Groups immediately of any unauthorized use of Your account, username, and/or password.

OPES GROUPS WILL NOT BE LIABLE FOR ANY LOSS THAT YOU INCUR AS A RESULT OF SOMEONE ELSE USING YOUR LOGIN INFORMATION, EITHER WITH OR WITHOUT YOUR KNOWLEDGE.

You may be held liable for any losses incurred by OPES Groups, its affiliates, officers, directors, employees, consultants, agents, and/or its representatives due to someone else's use of Your login information, regardless of whether You were aware of such use.

HOW DOES OPES GROUPS PROTECT MY PRIVACY?

Section 7

OPES Groups respects the information You provide to us. Please see Our Privacy Policy for an explanation of the information that we collect from You and how We use Your information that is not subject to the Health Insurance Portability and Accountability Act (“HIPAA”), which is the primary federal law governing the privacy of health information. By clicking “Agree & Continue”, accessing or using the App, or by downloading, viewing, or uploading any content from or through the App, You acknowledge and agree to the provisions of the Pain Diary’s Privacy Policy and affirm that the Pain Diary’s Privacy Policy is a part of this EULA.

We are not responsible for nor liable to You or any third-party for a healthcare provider’s treatment of your Personal Information and Health Information, including any collection, use, disclosure, storage, loss, theft, or misuse of the individual’s Personal Information and Health Information, whether or not such treatment violates applicable law or the Provider’s Notice of Privacy Practices. Ask your healthcare provider for their Notice of Privacy Practices, if You are interested in how Your provider protects Your Personal and Health Information.

EU Citizens and GDPR: Please see our Privacy Policy (<https://www.opesgroups.com/pain-diary-privacy-policy>) for specific information regarding Your rights under GDPR and OPES Groups’ commitment to protecting those rights.

COMPUTER EQUIPMENT AND INTERNET ACCESS

Section 8

You are responsible for obtaining, installing, maintaining, and operating all software, hardware, or other equipment (collectively, “Systems”) necessary for You to access and use the App and the Site. This includes, without limitation, obtaining internet services, using up to date web-browsers and the best commercially available encryption, antivirus, anti-spyware, and internet security software. You are responsible for the data security of the Systems used to access the Services, and for the transmission and receipt of any App Data using such Systems. We are not responsible for any errors or problems that arise from the malfunction or failure of the internet or Your Systems.

THERE ARE ALWAYS CERTAIN SECURITY AND ACCESS AVAILABILITY RISKS ASSOCIATED WITH USING OPEN NETWORKS SUCH AS THE INTERNET, AND YOU EXPRESSLY ASSUME SUCH RISKS.

COMMUNICATION FROM OPES GROUPS

Section 9

As part of the Services, You may receive periodic email communications (if any provided) regarding the Services which are part of the Services and which You cannot opt out of receiving. You may also receive periodic promotions and other offers or materials OPES Groups believes might be of interest to You. You can opt-out of receiving these promotional messages at any time by (a) following the unsubscribe instructions contained in each newsletter; or (b) changing the email preferences in Your account setting.

You may also receive notifications, text messages, alerts, emails, and other electronic communications that are necessary to provide the desired Services for You. You agree to the receipt of these communications.

We may need to provide You with certain communications, such as service announcements and administrative messages. You are responsible for any messaging or data fees You may be charged by Your wireless carrier.

LINKS TO OUTSIDE THIRD-PARTY WEBSITES AND SERVICES

Section 10

The App and the Services may contain links to other sites or services. If you click on a third-party link, you will be directed to that site. Note that these external sites are not operated by Us.

THEREFORE, WE STRONGLY ADVISE YOU TO REVIEW THE PRIVACY POLICY OF THEIR WEBSITES.

OPES Groups has no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

ACCORDINGLY, OPES GROUPS DOES NOT REPRESENT, WARRANT OR ENDORSE ANY THIRD-PARTY WEBSITE, OR THE ACCURACY, CURRENCY, CONTENT, FITNESS, LAWFULNESS, OR QUALITY OF THE INFORMATION, MATERIAL, GOODS, OR SERVICES AVAILABLE THROUGH THIRD-PARTY WEBSITES. OPES GROUPS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR OTHER HARM, WHETHER TO YOU OR TO THIRD-PARTIES, RESULTING FROM YOUR USE OF OR RELIANCE ON THIRD-PARTY WEBSITES.

YOU AGREE THAT, WHEN LINKING TO OR OTHERWISE ACCESSING OR USING A THIRD-PARTY WEBSITE, YOU ARE RESPONSIBLE FOR: (I) TAKING PRECAUTIONS AS NECESSARY TO PROTECT YOU AND YOUR COMPUTER SYSTEMS FROM VIRUSES, WORMS, TROJAN HORSES, MALICIOUS CODE, AND OTHER HARMFUL OR DESTRUCTIVE CONTENT; (II) ANY DOWNLOADING, USE, OR PURCHASE OF MATERIAL THAT IS OBSCENE, INDECENT, OFFENSIVE, OR OTHERWISE OBJECTIONABLE OR UNLAWFUL, OR THAT CONTAINS TECHNICAL INACCURACIES, TYPOGRAPHICAL MISTAKES, AND OTHER ERRORS; (III) ANY DOWNLOADING, USE, OR PURCHASE OF MATERIAL THAT VIOLATES THE PRIVACY OR PUBLICITY RIGHTS, OR INFRINGES THE INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS OF THIRD-PARTIES, OR THAT IS SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, STATED OR UNSTATED; (IV) ALL FINANCIAL CHARGES OR OTHER LIABILITIES TO THIRD-PARTIES RESULTING FROM TRANSACTIONS OR OTHER ACTIVITIES; AND (V) READING AND UNDERSTANDING ANY TERMS OF USE OR PRIVACY POLICIES THAT APPLY TO THOSE THIRD-PARTY WEBSITES.

THIRD-PARTY SERVICES WITHIN THE APP

Section 11

Certain features, aspects, products and services offered through the App are provided, in whole or in part, by third parties (“Third-Party Services” as provided by “Third-Party Service Providers”), such as Google Drive. Use of Third-Party Services may be subject to additional terms and conditions. IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO BE BOUND BY THOSE ADDITIONAL TERMS AND CONDITIONS, YOU MAY NOT USE THE RELATED THIRD-PARTY SERVICES.

In the event of any inconsistency between terms and conditions relating to Third-Party Services and the terms and conditions of this EULA, those additional terms and conditions will control with respect to such Third-Party Services. Third-Party Service Providers may collect and use certain information about You, as specified in the Third-Party Service Providers' privacy policies. Prior to providing information to any Third-Party Service Provider, You should review their privacy policy.

IF YOU DO NOT UNDERSTAND OR DO NOT AGREE TO THE TERMS OF A THIRD-PARTY SERVICE PROVIDER'S PRIVACY POLICY OR TERMS OF USE, YOU SHOULD NOT USE THE RELATED THIRD-PARTY SERVICES. OPES GROUPS WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR ANY OF YOUR INFORMATION COLLECTED OR USED BY THIRD-PARTY SERVICE PROVIDERS.

YOUR REPRESENTATIONS AND WARRANTIES

Section 12

You represent and warrant that Your use of the App will be in accordance with this EULA and all applicable laws, regulations, rules, and OPES Groups' policies and procedures. Specifically, You represent and warrant that You are legally authorized to provide and view the Personal Information and Health Information You access through the App.

WARRANTY DISCLAIMERS & LIMITATION OF LIABILITY

Section 13

NO WARRANTIES

The Services are provided "as is," without warranty of any kind, express, or implied. OPES Groups explicitly disclaims any warranties of merchantability, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. We make no warranty that the App or materials will meet Your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality of any Services or materials purchased or obtained through the

App or the accuracy, timeliness, truthfulness, completeness, or reliability of any content obtained through the App.

YOUR RESPONSIBILITY FOR OUR LOSS OR DAMAGE

You agree that Your use of the Services is at Your sole risk. You will not hold OPES Groups or its Third-Party Service Providers, licensors or suppliers, as applicable, responsible for any loss or damage that results from Your access to or use of the App, including without limitation any loss or damage to any of Your systems or App Data.

YOUR RESPONSIBILITY TO BACK UP YOUR APP DATA

The Services may contain bugs, errors, problems, or other limitations. You hereby acknowledge that a catastrophic server failure or other event could result in the loss of all of Your App Data. You agree and understand that it is Your responsibility to back up Your Pain Records and other Health Information to Your Systems (personal computer or external storage device) and to ensure such backups are secure.

LIMITATION OF LIABILITY

Neither OPES Groups, nor any other person or entity involved in creating, producing, or delivering the App will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with the use of or inability to use the App, or from any communications, interactions, or meetings with other users of the App or other persons with whom You communicate or interact as a result of Your use of the App whether based on warranty, contract, tort (including negligence and medical malpractice), product liability or any other legal theory, and whether or not OPES Groups has been informed of the possibility of such damage.

IF YOU ARE NOT SATISFIED WITH THE APP OR THE SERVICES, YOU SHOULD DISCONTINUE USING THEM – THIS IS YOUR ONLY REMEDY. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, some of these limitations may not apply to You. In such states, OPES Groups' liability is limited and warranties are excluded to the greatest extent permitted by law, but shall in no event exceed \$100.00. You must bring any claim arising from the usage of the App or materials within one (1) year of the event from which the claim arose.

INDEMNIFICATION

Section 14

You agree to indemnify, defend, and hold harmless OPES Groups, its clients, and its suppliers and their respective affiliates, employees, officers, directors, agents, servants and representatives of each from any liability, loss, claim, suit, damage, and expense (including reasonable attorneys' fees and expenses) arising out of or in any way connected with Your access to or use of the Services, Your violation of this EULA, or any negligent or wrongful conduct by You or related to Your account by You or any other person accessing the Services through Your account, regardless of whether You were aware of such use.

GOVERNING LAW

Section 15

This EULA and Pain Diary's Privacy Policy (at <https://www.opesgroups.com/pain-diary-privacy-policy>) are governed by the laws of Indian government without regard to its conflict of laws' principles. The Indian courts have the jurisdiction over any action arising under this EULA or Your use of the Services.

TERM AND TERMINATION

Section 16

If You breach any of these terms in this EULA, We may suspend or disable Your account or terminate Your access to the Services without prior notice to You. There may be other instances where We may need to terminate Your access to the Services that are not related to any of Your actions or inactions. We reserve the right to terminate Your access to and use of the Services and materials at any time, with or without cause.

If You wish to terminate Your account, please contact OPES Groups immediately at info@opesgroups.com, to discontinue Your use of the App, and delete all files associated with the Services from Your Systems.

HOW CAN YOU PROVIDE FEEDBACK AND WHO OWNS IT?

Section 17

We welcome and encourage You to provide us with feedback, comments, suggestions, proposals, ideas, or other materials for improvements to the App and/or the Services (“Feedback”). You may submit Feedback by emailing Us at info@opesgroups.com in any format or media, and for any purpose, whether relating to the App or the Services or not. If You submit any Feedback to Us, We will own all intellectual property rights in such Feedback and may use such Feedback for any lawful purpose.

NOTICES

Section 18

All notices required or permitted to be given under this EULA must be in writing. OPES Groups shall give any notice by email sent to the most recent email address, if any, that You have provided to Us. You agree that any notice received from OPES Groups electronically satisfies any legal requirement that such notice be in writing.

YOU ALONE ARE RESPONSIBLE FOR ENSURING THAT YOUR EMAIL ADDRESS ON FILE WITH OPES GROUPS IS ACCURATE AND CURRENT, AND NOTICE TO YOU SHALL BE DEEMED EFFECTIVE UPON THE SENDING BY OPES GROUPS OF AN EMAIL TO THE ADDRESS WE HAVE ON FILE.

You shall give any notice to OPES Groups by means of: (1) Mail, postage prepaid, OPES Groups, No. 108, EB Colony, Thirunagar, Palani, Dindigul District, Tamilnadu, India, PIN – 624601, or (2) email to: info@opesgroups.com. Notice to OPES Groups shall be effective upon receipt of notice by OPES Groups.

GENERAL CONTRACT LANGUAGE

Section 19

If any provision of this EULA is determined to be invalid, illegal, or unenforceable, the remaining provisions of this EULA remain in full force, provided that the essential terms and conditions remain valid, binding and enforceable and the economic and legal substance of the transactions contemplated by this EULA are materially preserved.

The laws of Export Control System in India (according to the - Foreign Trade (Development and Regulation) Act, 1992) regulate the export and re-export of technology originating in India. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations.

Nothing in this EULA creates an agency, partnership, or joint venture. Failure to enforce any provision will not constitute a waiver of that provision.

DISPUTE RESOLUTION

Section 20

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS

Most user concerns can be resolved quickly and to Your satisfaction by emailing OPES Groups support at info@opesgroups.com. In the unlikely event that Our support team is unable to resolve a complaint, You may have (or if OPES Groups has not been able to resolve a dispute it has with You after attempting to do so informally), including but not limited to any alleged breach of this EULA, You and OPES Groups agree to resolve the dispute through binding arbitration in India before a single arbitrator, in accordance with the rules and procedures of the Indian Council of Arbitration and Indian laws. Arbitration, which is often less expensive, faster, and less formal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury. Arbitrators can award the same damages and relief that a court can award, and may, but do not have to, award legal fees, arbitrator's fees and costs and other costs incurred by the party that does not win the dispute.

Any arbitration under this EULA will take place on an individual basis; class arbitrations and class actions are not permitted. Any arbitration will be strictly confidential and neither party will disclose to any person (other than necessary to carry out the arbitration) the existence of the dispute or any aspect of the dispute.

This EULA to arbitrate will not preclude You or OPES Groups from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration or confirm an arbitral award, from a court of competent jurisdiction. Furthermore, this EULA to arbitrate will not preclude You or OPES Groups from applying to

a court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary.

THE PROPER VENUE FOR ANY ACTION PERMITTED UNDER THIS SUBSECTION REGARDING “EQUITABLE RELIEF” WILL BE THE COURTS LOCATED IN INDIA; THE PARTIES HEREBY WAIVE ANY OBJECTION TO THE VENUE AND PERSONAL JURISDICTION OF SUCH COURTS.

HOW DO I CONTACT OPES GROUPS?

Section 21

OPES Groups is headquartered in Palani, Tamilnadu in India.

Specific questions and comments should be directed to the appropriate department via email at info@opesgroups.com. While We make every effort to respond to emails within 1 week of receiving them, We cannot guarantee a response to every electronic communication, especially in this COVID-19 pandemic.

You may also contact Us via postal mail at:

OPES Groups,

No. 108, EB Colony,

Thirunagar, Palani,

Dindigul District,

Tamilnadu, India, PIN – 624601

Learn more at <https://www.opesgroups.com/pain-diary>