

# Terms of Use

Effective Date: April 1<sup>st</sup>, 2020

Please read these Terms of Use ("**Terms**") carefully before using Osker.

This agreement may change as our business changes, and you agree you will review it and any updates regularly. We will notify you of material changes and obtain your consent as may be required by law. **Your continued use of the Services means you accept any changes.**

**Binding Agreement.** These Terms constitute a binding agreement between you and Osker its affiliates and subsidiaries. "**You**" and "**users**" shall mean all visitors to Osker. You accept these Terms each time you access Osker. If you do not accept these Terms, you must not use Osker. If you are under 18 years of age, you represent and agree that you possess the legal consent of your parent or guardian to access and use Osker.

**Your Log-In Credentials.** You are responsible for your log-in credentials and for keeping your information accurate.

You are responsible for any activity resulting from the use of your log-in credentials on Osker.

You represent and warrant that the information you provide to Osker upon the licensing of Osker and at all other times will be true, accurate, current, and complete.

To use Osker, you will have log-in information, including a username and password or social networking log-in credentials. Your account is personal to you, and you may not share your account information with, or allow access to your account by, any third party. As you will be responsible for all activity that occurs under your access credentials, you agree to use reasonable efforts to prevent unauthorized access to or use of Osker and to preserve the confidentiality of your credentials, and any device that you use to access Osker.

You agree to notify us immediately of any breach in secrecy of your log-in information. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify the Osker team by e-mail to [support@osker.ai](mailto:support@osker.ai). You will be solely responsible for the losses incurred by Osker and others due to any unauthorized use of your account.





You may review and update your personal data in your account by clicking the ["User Profile"] icon on your membership page. If you have any questions about our treatment of your data, or if you wish to update your personal data, you can email us at [support@oscer.ai](mailto:support@oscer.ai).

**Billing.** You may purchase a Paid Subscription directly from Osker or through a third party either by (1) paying a subscription fee in advance on a monthly basis or some other recurring interval disclosed to you prior to your purchase; or (2) pre-payment giving you access to the Osker Service for a specific time period ("Pre-Paid Period").

Osker may change the price for the Paid Subscriptions, including recurring subscription fees, the Pre-Paid Period (for periods not yet paid), from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the Osker Service after the price change takes effect. If you do not agree with a price change, you have the right to reject the change by unsubscribing from the Paid Subscription prior to the price change going into effect.

**Renewal; Cancellation.** Unless your Paid Subscription has been purchased for a Pre-Paid Period, your payment to Osker or the third party through which you received the Paid Subscription will automatically renew at the end of the applicable subscription period, unless you cancel your Paid Subscription before the end of the then-current subscription period by clicking [here](#) if you purchased the Paid Subscription through Osker, or if you purchased the Paid Subscription through a third party, by cancelling the Paid Subscription through such third party. The cancellation will take effect the day after the last day of the current subscription period, and you will be downgraded to the Free Service. We do not provide refunds or credits for any partial monthly Paid Subscription periods.

**Log In Issues.** In the event that you forget your username/password or are unable to log in, please e-mail us [at support@oscer.ai](mailto:support@oscer.ai).

**Communications.** We may send you push notifications and text messages, with your permission and you are responsible for all associated charges. We may communicate with you by email or by posting notices on Osker. You may request that we provide notice of security breaches in writing.

You agree to receive email from us at the email address you provided to us for customer service-related purposes. You may also receive push notifications and/or text messages for both content delivery and customer service-related purposes.





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**User Prohibitions.** Do not do bad things to Oscer, try to break it, or steal our hard work. You agree to use Oscer only for its intended purpose. You must use Oscer in compliance with all privacy, data protection, intellectual property, and other applicable laws.

You may not attempt to interfere with, harm, reverse engineer, steal from, or gain unauthorized access to Oscer, user accounts, code or the technology supporting Oscer.

You may not attempt sell, transfer, or assign any of your rights to use Oscer to a third party without our express written consent;

**Consequences of Violating These Terms.** If you do not act acceptably, we may prohibit your use of Oscer.

We reserve the right to suspend or terminate your account and prevent access to Oscer for any reason, at our discretion. We reserve the right to refuse to provide Oscer to you in the future.

**Oscer's Liability.** We are not liable for the actions of users when they use Oscer. We may also change Oscer at any time and are not liable for how this may affect you. We





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We make no promises and disclaim all liability of specific results from the use of Osker.

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