

OsRostrum, Inc.

Terms of Service

Last Updated: August 20, 2025

1) Acceptance of Terms; Modification to Terms.

OsRostrum, Inc. (“**Company**”) provides a livestock resiliency application, as well as associated software, website, and services (collectively the “**Services**”). Unless you and Company enter into a separate agreement, Company provides the Services subject to these Terms of Service (“**Terms**”).

The terms “**Company**”, “**we**”, “**us**” “**our**” and similar terms refer to OsRostrum, Inc. The terms “**you**,” “**your**,” “**user**” and similar terms refer to you as a user of the Services. If you are using the Services on behalf of an entity, the terms “**you**,” “**your**,” “**user**” and similar terms shall also refer to the legal entity that you represent. Unless otherwise specified, the Terms apply to all users of the Services, whether just browsing our website or acting as a registered user of our software and/or application.

By acknowledging these Terms and/or using the Services, you are indicating your agreement to be bound by these Terms, including our Privacy Policy (defined below), and all revisions thereof. If you do not agree to these Terms, do not accept them and discontinue using and accessing the Services. These Terms are applicable to your use of the Services regardless of how you accessed the Services.

These Terms and our Privacy Policy are resources for you to get a better understanding of how our Services works and how we will interact with you. We may modify the Terms at any time. If the modifications to the Terms constitute a material change, in Company’s good faith reasonable judgment, Company will notify you via email and/or post a notice on the homepage of the Services. You should review these Terms from time to time so that you understand the terms and conditions of your use of the Services. If you do not agree to any amendment of these Terms, you must immediately stop using the Services. Your continued use of the Services after any modification to these Terms after such notice constitutes acceptance of the amended Terms. If you ever have any questions about these Terms, please do not hesitate to contact us.

2) Member Account, Password

Certain aspects of the Services require you to register and create an account. Creating and activating your account requires the creation of a password and the confirmation of your email address. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Company of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Company cannot be liable for any loss or damage arising from your failure to comply with this Section.

You represent and warrant that all contact and personal information and other data provided to Company during the registration process and otherwise shall be accurate and complete. If there are any changes to your contact information, you shall promptly update your registration information with Company.

3) Fees

Your use of the Services constitutes an obligation to pay. You should review all prices on our website prior to using the Services. We reserve the right to modify or update the payment terms including

without limitation prices for scans and retention and such update may be implemented by posting updated information on our website. If such modification or update occurs, we shall use commercially reasonable efforts to notify you of such modification or update. All charges will be billed and must be remitted in U.S. dollars.

Please note that we use a third-party payment provider to collect and process all payment information.

4) User Conduct:

In using this Services, you agree:

- (a) Not to impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (b) Not to upload, download, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, or any other form of solicitation;
- (c) Not to upload, download, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (d) Not to upload, download, post, email or otherwise transmit false or misleading information;
- (e) Not to disrupt or interfere with the security of, or otherwise abuse, the Services, or any services, system resources, accounts, servers, or networks connected to or accessible through the Services or affiliated or linked websites.
- (f) Not to access, tamper with or use non-public areas of the Services. Unauthorized individuals attempting to access these areas of the Services may be subject to prosecution and termination of their account;
- (g) Not to disrupt or interfere with any other user's enjoyment of the Services or affiliated or linked websites, including without limitation, through any trolling, belligerent or antagonistic behavior towards other users;
- (h) Not to collect or store personal information about any other user of the Services.
- (i) Not to use any content or other information provided on or through the Services, which does not belong to you, for any commercial purpose including by selling, offering for sale, distributing, reposting or licensing anyone else's content or information that you may obtain through use of the Services.
- (j) Not to use any page-scraper, spider, robot or other automatic device or methodology to access, acquire, copy or monitor any information or content provided on or through the Services.
- (k) Not to copy, republish, mirror, transmit, perform, sell or distribute any part of the Services for any commercial or other purpose or other than as expressly permitted herein.

5) Privacy Policy

As discussed in greater detail in our Privacy Policy, located at [\[URL\]](#) ("**Privacy Policy**"), we collect and store personal information when you create an account and move through and use the Services. Company does not share customer information (including email addresses) outside the Company unless it is necessary to provide you with products or services available from Company. This may include merchants, service providers that provide support services to Company or that help Company market its products and services, administer our programs, and assist with operations. We will never sell or rent your telephone or email information to third-party marketers. By using the Services and accepting these Terms, you expressly consent to Company's use of your personal information (including using email to communicate with you) as described in the Privacy Policy, which is incorporated herein by reference.

6) Proprietary Rights

Company and its licensors own all proprietary rights to the Services and all content and technology related thereto. We hereby grant to you a personal, revocable, non-assignable, and non-exclusive license to download and to use the Services in accordance with these Terms. You may use the Services solely for your own personal, noncommercial use. All rights in and to the Services not expressly granted herein are reserved by Company.

You acknowledge and agree that any data, materials or content contained or distributed on or through the Services by Company or any of its officers, directors, employees or agents (“**Company Content**”) is protected by trademarks, service marks, patents, copyrights, and/or other proprietary rights and laws and, as between you and Company, shall belong to Company. You may not use, reproduce or distribute any Company Content without the authorization of the owner of such Company Content.

You acknowledge and agree that the Services, including all software used in connection with the Services, contain proprietary and confidential information that is protected by applicable intellectual property and other laws. The Services and all such software shall remain the property of Company, and you agree not to modify, rent, lease, loan, sell, distribute, reverse engineer or create derivative works based on the Services or such software, in whole or in part. You further agree not to use the Services in order to monitor its availability, performance or functionality, or to build a competitive product or services.

If you provide us with any feedback or suggestions regarding the Services, you hereby assign to Company all rights in such feedback and suggestions and agree that we may use the same in any manner we deem appropriate, without attribution or consideration to you.

7) User Content

“User Content” means any and all information and content that a user submits to, or uses with, the Services. You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 4). You may not represent or imply to others that your User Content is in any way provided, sponsored or endorsed by Company. Since you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy or any applicable law. Company reserves the right to remove any User Content without prior notice in the event Company in its sole discretion believes the User Content to violate the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Services. You expressly consent to your User Content being used to train current and future artificial intelligence models. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content.

8) Indemnity

You agree to defend, indemnify and hold Company and our officers, directors, employees and agents harmless from all judgments, awards, losses, liabilities, costs and expenses, including but not limited to reasonable attorney's fees, expert witness fees, and costs of litigation arising out of or based on (a) the information you submit or transmit through the Services; (b) your use of the Services; (c) your violation of these Terms; or (d) your violation of any rights of a third party.

9) Termination

You agree that Company may, in its sole discretion, terminate your username, password, account (or any part thereof) or use of the Services, and remove and discard any data or content you may have input or contributed to the Services, in the event you violate any provision of these Terms or otherwise use the Services in a manner prohibited by Company. Company may also, in its sole discretion and at any time, modify the Services, or any portion thereof, or, upon no less than thirty (30) days' prior notice, discontinue providing the Services, or any part thereof. You agree that Company shall not be liable to you or any third party for any termination of your access to the Services.

10) Deleting Accounts

If you wish to terminate your Company account, please contact us and request to do so. If you delete your account, Company reserves the right to keep any information in its archives that it reasonably determines is necessary to comply with its legal obligations.

11) Maintenance and Support

Company may make available to you from time to time updates, revisions and new versions of the Services, and you agree to accept all such updates, revisions and versions. All updates, modification, revisions and new versions of the Services will be subject to these Terms. We may also provide telephone or email support for use of the Services. You understand and agree that our support will be limited to technical support for use of the Services and that we will not provide, and will not be responsible for providing, any veterinary, medical or other information, support or services. You understand and agree that from time to time the Services may be unavailable due to maintenance or technical issues.

12) User Acknowledgement

You hereby acknowledge and agree that: (a) the Services may not operate properly, be in final form or fully functional; (b) the Services may contain errors, bugs, design flaws or other problems; (b) it may not be possible to make the Services fully functional; (d) use of the Services may result in unexpected results, loss, or communications, project delays or other unpredictable damage or loss; and (e) Company has the right unilaterally to abandon development of any Services, at any time and without any obligation or liability to you or any other user. You hereby acknowledge and agree that you should not and will not rely on the Services for any reason whatsoever. Results of any Services may vary and we make no warranty regarding specific results or the accuracy of any results. You will be responsible for all costs and expenses required to restore any loss and unpredictable damage that is incurred, lost or corrupted as a result of your use of the Services and/or the applicable documentation. If you have obligations to any third party, you, and not Company, are solely responsible for compliance with those requirements.

13) Reliance on Intermediary Services

The Services may be dependent on certain third-party software and services ("**Intermediary Services**"). You acknowledge and agree that Company shall not be responsible or liable for any inaccurate results or

information or other loss or damage resulting from incomplete, inaccurate, untimely or delayed Intermediary Services.

14) DISCLAIMER OF WARRANTIES

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES, AND THE INFORMATION, SOFTWARE, PRODUCTS, AND MATERIALS AVAILABLE THROUGH IT, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF TITLE, OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

COMPANY DOES NOT MAKE ANY WARRANTY THAT (A) THE SERVICES OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, (B) THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, (C) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, (D) SPECIFIC RESULTS WILL BE PRODUCED OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

15) NO MONETARY LIABILITY; LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, ITS OWN NEGLIGENCE, SHALL COMPANY OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES OR YOUR USE OF THE SERVICES. IN THE EVENT THAT YOU OBJECT TO ANY OF THESE TERMS OR ARE DISSATISFIED WITH YOUR USE OF THE SERVICES, YOUR ONLY RECOURSE IS TO IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICES. IN JURISDICTIONS THAT DO NOT ALLOW ANY LIMITATION OR EXCLUSION OF LIABILITY SET FORTH ABOVE, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Without limiting the generality of the foregoing, you specifically acknowledge and agree that using the Services requires close proximity to large animals and livestock. Company shall not have any liability with respect to your interactions with such animals, and you hereby represent and warrant that you are adequately trained and experienced with all such animals to safely use the Services as intended.

You agree that any claim or cause of action arising out of or related to your use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arises or is hereby forever barred.

16) Third-Party Application Stores

If you are accessing the Services via an application obtained through the Apple App Store, Google Play Store, or other third-party application market (each an “App Market”), the following shall apply:

- (a) Both you and Company acknowledge that these Terms are concluded between you and Company only, and not with the App Market or its provider, and that neither the App Market nor its provider is responsible for the Services, the applicable mobile application, or the content contained therein;
- (b) To the extent applicable, you will only use the Services in connection with the App Market device that you own or control and as permitted by the usage rules set forth in the applicable App Market terms of use;
- (c) Both you and Company acknowledge and agree that neither the App Market nor its provider has any obligation whatsoever to furnish any maintenance or support services with respect to the Services;
- (d) In the event of any failure of the Services to conform to any applicable warranty, you may notify the App Market and/or its provider of such failure, and the App Market or its provider may, in its discretion and in accordance with its terms of use, refund the purchase price for the Services to you. To the maximum extent permitted by applicable law, the App Market and its provider will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will, as between the App Market provider and Company, be Company's sole responsibility;
- (e) Both you and Company acknowledge that neither the App Market nor its provider is responsible for addressing your claims or the claims of any third party relating to the Services or your possession and/or use of the Services, including, but not limited to: (i) product liability claims; (ii) any claim that the Services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation;
- (f) Both you and Company acknowledge and agree that, in the event of any third-party claim that the Services or your possession and use of the Services infringe a third party's intellectual property rights, neither the App Market nor its provider will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- (g) You represent and warrant that you are not located in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- (h) Both you and Company acknowledge and agree that the App Market, its provider, and its and its provider's subsidiaries are third-party beneficiaries of these Terms and that, upon your acceptance of these Terms, the App Market and its provider will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as the third-party beneficiary hereof.
- (i) All logos, trademarks and service marks of the App Market and/or its provider, whether registered or unregistered, are the property of the applicable App Market or provider thereof, and not Company.

17) General

If any provision of these Terms is invalid, illegal or unenforceable under any applicable statute or rule of law, such provision shall be deemed amended to achieve as nearly as possible the same economic and/or legal effect as the original provision and the remaining provisions of these Terms shall in no way be affected or impaired.

Company shall have no liability for any failure or delay resulting from any condition beyond the reasonable control of Company, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

These Terms will be governed by the laws of the State of North Carolina.

ANY DISPUTE ARISING OUT OF THE SERVICES OR THESE TERMS WILL BE RESOLVED BY BINDING ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN

ARBITRATION ASSOCIATION, AND YOU HEREBY AGREE TO CONSENT TO SUCH ARBITRATION. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE ARBITRATION SHALL BE CONDUCTED IN ALAMANCE COUNTY, NORTH CAROLINA, AND JUDGMENT ON THE ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. EITHER PARTY MAY SEEK ANY INTERIM OR PRELIMINARY RELIEF FROM A COURT OF COMPETENT JURISDICTION NECESSARY TO PROTECT THE RIGHTS OR THE PROPERTY OF YOU OR COMPANY (OR ITS REPRESENTATIVES), PENDING THE COMPLETION OF ARBITRATION.