



Terms & Conditions of Use

Effective Date: 15th of August 2025

Entity: Othentica FZC LLC (“**Othentica**”, “**we**”, “**us**”, “**our**”)

Scope: These Terms apply to your use of Othentica FZC LLC’s **mobile applications, website(s), platform(s), and all programs/features within the app** (collectively, the “**Services**”).

By accessing or using the Services, you confirm that you **have read, understood, and agree** to be bound by these Terms. If you do not agree, **do not** use the Services.

These Terms work together with our **Disclaimer** and **Privacy Policy**. In case of conflict, the order of precedence is: (1) an executed Order Form / Sponsorship Agreement (if any), (2) these Terms, (3) the Privacy Policy, (4) the Disclaimer.

1) Eligibility & Accounts

1.1 Eligibility. You must be at least **16 years** old (or the age of digital consent in your jurisdiction) to use the Services. If you are under 16, a parent/guardian must consent.

1.2 Account Security. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your account. Notify us immediately of any unauthorized use.

1.3 Accuracy. You agree to provide accurate, current, and complete information and to keep it updated.



2) Corporate Programs & Sponsored Access

2.1 Corporate Access. If your employer, association, or sponsor provides access to Othentica FZC LLC, your use may be subject to additional terms in a **Master Services Agreement, Order Form, or Sponsorship Agreement** between Othentica FZC LLC and that organization.

2.2 No Employer Access to Private Content. Unless expressly permitted by law or contract, corporate sponsors do **not** receive access to your private journals or wellness entries. Aggregated and anonymized analytics may be shared to evidence engagement and outcomes.

2.3 Third-Party Beneficiaries

In addition to users, sponsoring organizations (including but not limited to employers, associations, or affiliate partners who provide access to Othentica FZC LLC on behalf of their people) are deemed third-party beneficiaries of these Terms. To the fullest extent permitted by law, all disclaimers, indemnities, and limitations of liability contained in these Terms apply equally for the protection of such sponsoring organizations.

3) Subscriptions, Billing & Trials

3.1 Pricing & Plans. Certain features require a paid subscription. Prices, features, and tiers are described in-app or on our website and may change from time to time.

3.2 Trials & Promotions. Trials or promotional offers are subject to the terms presented at sign-up and may convert to paid plans unless canceled before renewal.

3.3 Renewals. Subscriptions auto-renew until canceled. You can cancel in your account settings; access continues until the end of the current billing period.

3.4 Payments. You authorize us (and our payment processors) to charge your selected payment method for all fees and applicable taxes.



3.5 Refunds. Unless required by law or expressly stated otherwise in your Order Form/promo terms, **fees are non-refundable.**

4) License & Acceptable Use

4.1 License to You. Subject to these Terms, Othentica FZC LLC grants you a **limited, non-exclusive, non-transferable, revocable** license to access and use the Services for personal, non-commercial self-development or for the internal use of your sponsoring organization.

4.2 Restrictions. You will **not**:

- copy, modify, translate, or create derivative works of the Services;
- reverse engineer, decompile, or attempt to extract source code (except where permitted by law);
- circumvent security or access controls;
- use the Services to develop a competing product;
- rent, lease, sell, sublicense, or commercially exploit the Services;
- upload or transmit malware, spam, or unlawful content;
- harass, defame, or infringe rights of others;
- use automated means (scrapers, crawlers) without written permission.

4.3 Fair Use & Community Standards. Be respectful. Do not post content that is illegal, obscene, hateful, threatening, infringing, or otherwise objectionable.



5) User Content & Feedback

5.1 Ownership – You. You retain ownership of personal entries, journals, reflections, uploads, and other content you submit (“**User Content**”).

5.2 License to Othentica FZC LLC. You grant Othentica FZC LLC a **worldwide, royalty-free, non-exclusive license** to host, store, process, display, and use your User Content **solely** to operate, improve, and provide the Services, and as otherwise described in the Privacy Policy.

5.3 Feedback. If you submit ideas, suggestions, or feedback, you grant Othentica FZC LLC a **perpetual, irrevocable, royalty-free** license to use them without restriction or compensation.

6) Health & Safety Notice (No Medical or Clinical Care)

6.1 No Medical Advice. Othentica FZC LLC provides educational and self-development content. **We do not provide medical advice, diagnosis, treatment, psychotherapy, or emergency services.**

6.2 Consult Professionals. Always seek the advice of a qualified physician, psychologist, or other licensed health provider for questions about a medical or mental health condition.

6.3 Emergencies. For crises or emergencies, call local emergency services immediately.

7) Third-Party Services & Links

7.1 Integrations. The Services may interoperate with third-party tools (payments, analytics, communications). Your use of third-party services is governed by those providers’ terms and privacy policies.

7.2 Links. Links to third-party sites are provided for convenience only. We are not responsible for their content, policies, or practices.



8) Intellectual Property

8.1 Othentica FZC LLC IP. The Services (including text, designs, UX, code, graphics, audio, video, workflows, modules, badges, and branding) are **owned or licensed** by Othentica FZC LLC and protected by applicable IP laws.

8.2 No Implied Rights. Except for the limited license in Section 4, **no** rights are granted to you.

8.3 Trademarks. “Othentica” and associated logos are trademarks/brand assets of Othentica FZC LLC. Do not use them without written permission.

9) Beta Features & Updates

9.1 Beta. We may offer experimental or beta features. They are provided “**as is**” and may be modified or discontinued at any time.

9.2 Updates. We may push updates, patches, or new versions to improve security and functionality; such updates may be automatic.

10) Privacy

Your use of the Services is subject to our **Privacy Policy**, which explains what personal data we collect, how we use it, and your rights. By using the Services, you consent to our data practices as described in the Privacy Policy.

11) Suspension & Termination

11.1 By You. You may stop using the Services at any time; subscription cancellations take effect at the end of the billing cycle.

11.2 By Us. We may suspend or terminate access if you breach these Terms, pose security risks, engage in fraud/abuse, or where required by law.

11.3 Effect. Upon termination, your license ends. Certain sections survive (e.g., 5, 6, 8, 12–16).



12) Disclaimers

12.1 **“As Is”.** The Services and all content are provided **“as is” and “as available”** without warranties of any kind, express or implied.

12.2 **No Guarantees.** We do not warrant that the Services will be uninterrupted, error-free, or achieve specific outcomes.

13) Limitation of Liability

To the fullest extent permitted by law, **Othentica FZC LLC and its affiliates will not be liable** for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for loss of profits, data, goodwill, or business opportunities arising out of or related to your use of the Services, even if advised of the possibility.

Where liability cannot be excluded, our aggregate liability shall not exceed the **amounts paid by you to Othentica FZC LLC in the twelve (12) months** preceding the event giving rise to the claim.

14) Indemnification

You agree to **indemnify, defend, and hold harmless** Othentica FZC LLC, its officers, directors, employees, and agents from any claims, losses, liabilities, damages, costs, and expenses (including reasonable legal fees) arising out of or related to: (a) your use of the Services; (b) your User Content; (c) your breach of these Terms; or (d) your violation of any law or third-party rights.

15) Governing Law & Dispute Resolution

15.1 **Governing Law.** These Terms are governed by the laws of the **United Arab Emirates**, with venue and jurisdiction in the **Ajman Free Zone** (without regard to conflict-of-laws principles).



15.2 Informal Resolution. Before filing a claim, you agree to attempt to resolve the dispute by emailing **info@othentica-app.com** within **30 days** of the issue arising.

15.3 Arbitration. If not resolved, disputes shall be finally settled by **confidential arbitration** under the Rules of the **Dubai International Arbitration Centre (DIAC)** or an equivalent UAE-recognized center, seated in Dubai, UAE, with proceedings in English, before one arbitrator. **Injunctive relief** for IP misuse may be sought in court where appropriate.

16) Changes to These Terms

We may update these Terms from time to time. Changes take effect upon posting within the app or on our website with an updated “Effective Date.” Your continued use constitutes acceptance of the revised Terms.

17) Severability & Entire Agreement

If any provision is found unenforceable, the remaining provisions will remain in effect. These Terms, together with the documents referenced herein and any applicable Order Form/Sponsorship Agreement, constitute the **entire agreement** between you and Othentica FZC LLC regarding the Services.

18) Contact

Othentica FZC LLC

Ajman Ventures Centre Free Zone, Amber Gem Tower, Mezzanine Floor,
Sheikh Khalifa Street, Ajman, United Arab Emirates.

Privacy, Legal & Terms: **info@othentica-app.com**