

TERMS AND CONDITIONS

Last Updated: April 7, 2026

These Terms and Conditions (the “**Agreement**”) govern your access to and use of the OmegaTech-Int website located at www.omegatech-int.com (the “**Site**”), which is owned and operated by OmegaTech-Int (“**Company**,” “**we**,” “**us**,” or “**our**”). By accessing or using the Site, you (“**User**,” “**you**,” or “**your**”) agree to be bound by this Agreement. If you do not agree to these terms, you must not access or use the Site.

1. Acceptance of Terms

By accessing, browsing, or using the Site, you acknowledge that you have read, understood, and agree to be bound by this Agreement and all applicable laws and regulations. If you are using the Site on behalf of an organization, you represent and warrant that you have the authority to bind that organization to this Agreement.

2. Use of the Site

2.1. **Eligibility.** You must be at least 18 years of age to use the Site. By using the Site, you represent and warrant that you meet this age requirement.

2.2. **License.** Subject to your compliance with this Agreement, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Site for your personal or internal business purposes.

2.3. **Prohibited Conduct.** You agree not to:

- 2.3.1. Use the Site for any unlawful purpose or in violation of any applicable laws or regulations;
- 2.3.2. Interfere with or disrupt the integrity or performance of the Site or its underlying infrastructure;
- 2.3.3. Attempt to gain unauthorized access to the Site, user accounts, or computer systems or networks connected to the Site;
- 2.3.4. Use any automated means, including robots, crawlers, or scrapers, to access the Site without our express written permission;
- 2.3.5. Transmit any viruses, malware, or other harmful code;
- 2.3.6. Impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity;
- 2.3.7. Collect or harvest any personally identifiable information from the Site;
- 2.3.8. Post, transmit, or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or otherwise objectionable; or
- 2.3.9. Violate any third-party rights, including intellectual property, privacy, or publicity rights.

3. Intellectual Property Rights

3.1. **Ownership.** All content, materials, features, and functionality available on the Site, including but not limited to text, graphics, logos, images, software, data compilations, and the overall design and arrangement of the Site (collectively, the “**Content**”), are owned by the Company or its licensors and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

3.2. **Restrictions.** You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any

Content from the Site, except as expressly permitted in this Agreement or with our prior written consent. Systematic retrieval of Content to create or compile a collection, database, or directory is prohibited.

- 3.3. **Trademarks.** The Company name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without our prior written permission.

4. User Accounts

- 4.1. **Account Creation.** Certain features of the Site may require you to create an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.
- 4.2. **Account Security.** You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to notify us immediately of any unauthorized use of your account or any other breach of security. We will not be liable for any loss or damage arising from your failure to protect your account information.
- 4.3. **Account Termination.** We reserve the right to suspend or terminate your account at any time, with or without notice, if we believe you have violated this Agreement or engaged in conduct that we deem inappropriate or harmful to the Site or other users.

5. User-Generated Content

- 5.1. **Submission of Content.** The Site may allow you to submit, post, or otherwise make available content, including comments, reviews, feedback, suggestions, or other materials (collectively, "**User Content**"). You retain ownership of any intellectual property rights that you hold in your User Content.
- 5.2. **License to Company.** By submitting User Content to the Site, you grant the Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such User Content in any media.
- 5.3. **Representations and Warranties.** You represent and warrant that: (i) you own or have the necessary rights to submit the User Content; (ii) your User Content does not violate any third-party rights; and (iii) your User Content complies with this Agreement.
- 5.4. **Monitoring and Removal.** We reserve the right, but have no obligation, to monitor, review, or remove User Content at our sole discretion. We may remove any User Content that violates this Agreement or that we deem objectionable.

6. Third-Party Links and Services

The Site may contain links to third-party websites, applications, or services that are not owned or controlled by the Company. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You acknowledge and agree that the Company shall not be responsible or liable for any damage or loss caused by or in connection with your use of any third-party websites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

7. Disclaimer of Warranties

THE SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS, AND SERVICES PROVIDED THROUGH THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE.

8. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR USE OF THE SITE EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNT YOU PAID TO THE COMPANY IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, WHICHEVER IS GREATER.

9. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, and their respective directors, officers, employees, agents, and licensors from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to: (a) your use of or inability to use the Site; (b) your violation of this Agreement; (c) your violation of any rights of another party, including any other users; or (d) your User Content.

10. Privacy

Your use of the Site is also governed by our Privacy Policy, which is incorporated into this Agreement by reference. Please review our Privacy Policy to understand our practices regarding the collection, use, and disclosure of your personal information.

11. Modifications to the Site and Agreement

11.1. **Site Modifications.** We reserve the right to modify, suspend, or discontinue the Site or any part thereof at any time, with or without notice. We will not be liable to you or any third party for any modification, suspension, or discontinuance of the Site.

11.2. **Agreement Modifications.** We may revise and update this Agreement from time to time at our sole discretion. All changes are effective immediately upon posting to the Site. Your continued use of the Site following the posting of revised terms constitutes your acceptance of the changes. We encourage you to review this Agreement periodically to stay informed of any updates.

12. Governing Law and Dispute Resolution

12.1. **Governing Law.** This Agreement and any dispute or claim arising out of or related to this Agreement or your use of the Site shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles.

12.2. **Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to this Agreement or your use of the Site shall be resolved through binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place in Wilmington, Delaware,

and judgment on the arbitration award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's intellectual property rights.

- 12.3. **Class Action Waiver.** You agree that any arbitration or proceeding shall be limited to the dispute between you and the Company individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any dispute to be arbitrated or resolved on a class-action basis or to utilize class action procedures; and (iii) there is no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

13. Termination

We may terminate or suspend your access to the Site immediately, without prior notice or liability, for any reason, including but not limited to your breach of this Agreement. Upon termination, your right to use the Site will immediately cease. All provisions of this Agreement that by their nature should survive termination shall survive, including but not limited to ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

14. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable while preserving its intent, or if such modification is not possible, such provision shall be severed from this Agreement. The invalidity, illegality, or unenforceability of any provision shall not affect the validity, legality, or enforceability of the remaining provisions of this Agreement.

15. Entire Agreement

This Agreement, together with our Privacy Policy and any other legal notices or policies published by us on the Site, constitutes the entire agreement between you and the Company regarding your use of the Site and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, regarding such subject matter.

16. Waiver

No waiver by the Company of any term or condition set forth in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by the Company to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.

17. Contact Information

If you have any questions, concerns, or comments about this Agreement or the Site, please contact us at:

OmegaTech-Int

Email: admin@omegatech-int.com