**ANNEXURE A**

**FORMAT OF CONSENT FORM**

To,

**Name:** *[Insert Name of User]*

**Address:** *[Insert Address of User]*

**PAN Number:** *[Insert PAN Number of User]*

(hereinafter referred to as the “**Relevant User of the ODeX Software**”)

Dear Sir / Madam,

1. I, [\_\_\_\_\_\_\_\_\_\_\_], having my address at [\_\_\_\_\_\_\_\_\_\_\_] and having PAN Number [\_\_\_\_\_\_\_\_\_\_\_] hereby authorize the aforementioned Relevant User of the ODeX Software to upload the following details about [me / my business carried out under the name and style of [\_\_\_\_\_\_]] on the ODeX Software (i.e. www.ODeXglobal.com) managed and operated by ODeX India Solutions Private Limited (“**ODeX**”).
2. *[Insert details of information / documents being uploaded]*;
3. *[Insert details of information / documents being uploaded]*; and
4. *[Insert details of information / documents being uploaded]*.
5. I further undertake that I have read, understood and agree to the terms and conditions outlined in the Terms of Use (which is available at the following weblink [www.odexglobal.com](http://www.odexglobal.com) (hereinafter referred to as the “**Terms of Use**”) and the Privacy Policy (which is available at the following weblink https://odexglobal.com/privacyPolicy (hereinafter referred to as the “**Privacy Policy**”), which shall govern the manner in which ODeX shall collect, receive, store, use, deal with, handle, manage, process, provide access to, share, disclose, analyze and protect the information and data uploaded onto the ODeX Software and I hereby consent to the same.
6. Without prejudice to the provisions of the Terms of Use and Privacy Policy:
7. I hereby consent to the manner in which ODeX shall collect, receive, store, use, deal with, handle, manage, process, provide access to, share, disclose, analyze and protect the information and data uploaded onto the ODeX Software (as stipulated in the Terms of Use and Privacy Policy);
8. I hereby consent to sharing of my information / data (uploaded onto the ODeX Software), with other users of the ODeX Software;
9. I hereby undertake to keep myself apprised of any changes, modifications, additions and / or deletions to any provisions of the Terms of Use and / or the Privacy Policy (as posted on the ODeX Software from time to time);
10. In the event this Consent Form is being signed by me on behalf of another person, I represent that I am duly authorized by such individual or entity to consent (on behalf of such individual or entity) to the Relevant User of the ODeX Software uploading and ODeX’s collection, receiving, storage, usage, dealing with, handling, managing, processing, providing access to, sharing, disclosing, analyzing and protecting the information and data uploaded onto the ODeX Software in the manner stipulated in the Terms of Use and the Privacy Policy;
11. I hereby consent to receiving notifications / reminders from ODeX (whether through the ODeX Software or through SMS, WhatsApp, email, telephone calls and / or any other electronic / telephonic means of communication) in relation to *inter alia*:
12. providing feedback in relation to the ODeX Software and / or the services provided through the ODeX Software;
13. providing feedback of any other Users registered on the ODeX Software; and / or
14. resolving any complaints or queries.
15. I hereby state that in the event I do not wish to receive such notifications / reminders, I will request ODeX to discontinue the same by sending an email to support@odex.co
16. I hereby acknowledge that the ODeX Software displays information on an “as-is” and “as available” basis and ODeX makes no representation or warranty regarding the accuracy or completeness of such information / data and that in the event I directly upload any information / data onto the ODeX Software, I shall ensure that such data shall be accurate and complete in all respects and that no false or misleading information / data shall be uploaded onto the ODeX Software;
17. I hereby consent that I shall in no event hold ODeX or its officers, directors, managers, partners, members, shareholders, employees, affiliates and / or agents, liable for any claims, liabilities, losses, payments, costs, expenses (including attorney’s fees), settlements, fines, penalties and / or damages, including, but not limited to any direct, indirect, punitive, special, incidental or consequential damages arising out of or in connection with:
18. ODeX's collection, receiving, storage, usage, dealing with, handling, managing, processing, providing access to, sharing, disclosing, analyzing and protecting the information and data uploaded onto the ODeX Software, in the manner stipulated in the Terms of Use and the Privacy Policy, despite ODeX having been advised of the possibility of such damages or losses;
19. unauthorised access, improper use, improper disclosure, unauthorised modification, unlawful destruction, accidental loss or theft of data uploaded onto the ODeX Software;
20. I hereby accept and acknowledge that any information / data available on the ODeX Software may be used by ODeX: (a) for the purpose of providing the services available on / through the ODeX Software; (b) in an aggregated or non-personally identifiable form for the purpose of research and analysis and for transfer of such research and analysis; (c) for communication purpose; (d) debugging customer support related issues; and / or (e) in anonymized form (i.e., non-personally identifiable). I hereby consent to such collection, use and disclosure;
21. I hereby acknowledge that ODeX may, at its sole discretion elect to outsource *inter alia* information storage / processing function to a third party and / or share information / data which is on the ODeX Software with ODeX's affiliates, agents, contractor or business partners (whether located within India or outside India) in order to enable ODeX to render the services available on the ODeX Software to other users of the ODeX Software. Further, ODeX may also disclose or transfer information / data on the ODeX Software to a third party as part of reorganization or a sale of a business unit (such as a subsidiary or an affiliate company) or an asset (such as a site). Any third party to which ODeX transfers or sells its assets to will have the right to continue to use the information / data provided to ODeX through the ODeX Software and I hereby consent to the same;
22. I acknowledge that information / data uploaded onto the ODeX Software may be stored on servers which are located in India or outside India and I hereby consent to the same;
23. I further acknowledge that other than as stipulated in the Terms of Use and the Privacy Policy, ODeX may disclose information / data uploaded onto the ODeX Software, in the event it is required to do so by law, rule, regulation, law enforcement agency, governmental official, legal authority or similar requirements or when ODeX, in its sole discretion, deems it necessary in order to protect its rights or the rights of others, to prevent harm to persons or property, to fight fraud and credit risk, or to enforce or apply the Terms of Use and / or the Privacy Policy;
24. I hereby acknowledge that ODeX shall not be responsible for any breach of security by events that are beyond the reasonable control of ODeX, including but not limited to, acts of government, computer hacking, unauthorised access to computer data and storage device, computer crashes, breach of security and encryption, poor quality of internet service or telephone service of any user of the ODeX Software, natural disasters, pandemics, epidemics (including COVID-19) or lock-downs;
25. I hereby undertake to inform ODeX in writing (by sending an email to support@odex.co ) in the event I wish to have my information / documents / data removed from the ODeX Software, provided that I acknowledge that:
26. ODeX shall have the right to retain such of my information / documents / data and for such period as may be required to enable ODeX to comply with applicable laws;
27. Information / data may be anonymized and aggregated on the ODeX Software, and then may be held by ODeX as long as necessary for ODeX to provide the services (provided through the ODeX Software) effectively, but ODeX’s use of the anonymized data will be solely for research and analytical purposes.

Yours Truly,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*[Insert Name and Signature of person giving consent]*