



ORR NETWORK

VERSION 2 • OFFICIAL TERMS OF SERVICE

ORR NETWORK – TERMS OF SERVICE

Master Client Service Agreement, Advisory Terms & Digital Platform Rules

GUIDING PHILOSOPHY & OPERATIONAL PRINCIPLE

Listen. Solve. Optimise.

DOCUMENT VERSION

Version 2.0

EFFECTIVE DATE

June 2026

GOVERNING LAW

Republic of Malta

PLATFORM SCOPE

Portal, Wallets, Workspaces & DS

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Published: June 2026

01 INTRODUCTION

These Terms of Service ("Terms") govern the access to and use of the ORR Network Platform, associated digital environments, consultations, advisory services, Data Structures ("DS"), Workspace modules, reports, document management systems, and all related services provided by ORR Network ("ORR", "we", "us", or "our").

ORR is a business advisory, optimisation, and systems-design organisation that assists clients in identifying, analysing, structuring, solving, and optimising business, operational, regulatory, technical, and strategic challenges. ORR may utilise a combination of human expertise, structured methodologies, project management, specialist coordination, digital systems, automation frameworks, artificial intelligence tools, and other technologies in the delivery of its services.

The ORR Platform functions as an enabling environment through which services may be delivered, managed, documented, monitored, and optimised. The Platform itself is not the principal service being purchased; rather, it serves as one of several mechanisms through which ORR provides its advisory, optimisation, and implementation-support services.

By creating an account, accessing the Platform, funding a Wallet, requesting a consultation, subscribing to services, or otherwise using any ORR service, you acknowledge that you have read, understood, and agree to be bound by these Terms, together with any related policies, agreements, notices, and supplementary terms referenced herein.

Certain features of the Platform are available without charge under a Free Access Tier. Other features, including Workspace modules, Data Structures, Project Manager-led engagements, optimisation services, specialist involvement, and subscription services, are available only under a separate commercial arrangement with ORR.

These Terms apply to all users of the Platform, including visitors, registered users, consultation clients, subscribed clients, authorised representatives, and any individuals acting on behalf of a business, organisation, or other legal entity.

If you do not agree to these Terms, you must not access or use the Platform or any associated ORR services.

ORR reserves the right to modify these Terms from time to time in accordance with Section 17 of this Agreement.

02 DEFINITIONS

For the purposes of these Terms of Service, the following terms shall have the meanings assigned below unless the context requires otherwise.

2.1 Account – An "Account" means a registered user profile created on the ORR Platform, through which a user may access services, manage information, request consultations, communicate with ORR, and interact with Platform features.

2.2 Client – A "Client" means any individual, business, organisation, entity, or authorised representative who accesses, uses, requests, purchases, subscribes to, or otherwise engages with ORR services.

2.3 Platform – The "Platform" means all digital environments operated by ORR, including but not limited to:

- Client Portal;
- Admin Portal;
- Workspace environments;
- Document Vault;
- consultation management systems;
- communication tools;
- websites;
- applications;
- dashboards;
- and any associated digital infrastructure.

2.4 Consultation – A "Consultation" means any meeting, discussion, interview, assessment, review session, workshop, discovery meeting, or advisory interaction conducted by ORR for the purpose of understanding, evaluating, analysing, solving, or optimising a client's circumstances, challenges, objectives, or opportunities.

Consultations may be conducted remotely, in person, synchronously, or asynchronously.

2.5 Wallet – The "Wallet" is the Platform feature through which clients may deposit funds, approve charges, track balances, and manage certain service-related payments.

Funds deposited in the Wallet remain allocated to the Client's Account until utilised in accordance with these Terms and any applicable service agreements.

2.6 Project Manager (PM) – A "Project Manager" or "PM" means the individual appointed by ORR to coordinate and oversee a subscribed client engagement.

The PM may be responsible for:

- discovery and scoping activities;
- coordination of consultations;
- specialist engagement;
- report preparation oversight;
- Workspace configuration;
- DS design oversight;
- optimisation planning;
- project governance activities.

The PM acts as the primary coordination point between ORR and the Client but may delegate tasks to other authorised personnel.

2.7 Subscription Services – "Subscription Services" means the ongoing advisory, optimisation, Project Manager oversight, DS design and maintenance, Workspace access, specialist coordination, reporting activities, and associated support services provided by ORR under an active retainer or subscription arrangement.

Subscription Services may be monthly, fixed-term, project-based, or otherwise customised through a separate commercial proposal.

2.8 Workspace – The "Workspace" means a personalised environment configured by ORR for subscribed clients and designed to facilitate information management, project coordination, reporting, optimisation activities, workflow support, automation, and other business-support functions.

Workspace access is not included within the Free Access Tier.

2.9 Data Structure (DS) – A "Data Structure" or "DS" means a structured framework, methodology, configuration, workflow, information model, automation structure, or operational architecture designed by ORR to support problem-solving, information management, process optimisation, decision support, reporting, automation, compliance activities, or other business functions.

A DS may include:

- forms;
- templates;
- workflows;
- databases;
- reporting structures;
- automation logic;
- integrations;
- AI-assisted components;
- documentation;
- operational procedures.

The DS forms part of ORR's service-delivery methodology and is not, in itself, the principal service being purchased.

2.10 Discovery and Scoping Stage – The "Discovery and Scoping Stage" means the structured information-gathering and assessment process undertaken by ORR before designing, configuring, or deploying a DS, Workspace, optimisation programme, or other subscription-based service.

This stage may include:

- interviews;
- consultations;
- document reviews;
- process mapping;
- system analysis;
- data gathering;
- requirements identification.

2.11 Specialist – A "Specialist" means any employee, consultant, contractor, advisor, partner organisation, subject-matter expert, or third-party professional engaged by ORR to assist with specific aspects of a Client engagement.

Specialists may participate in meetings, reviews, assessments, reports, implementation activities, or optimisation initiatives.

2.12 Report – A "Report" means any written, digital, verbal, graphical, analytical, advisory, technical, strategic, operational, or compliance-related output produced by ORR as part of a Consultation, Subscription Service, assessment, review, or engagement.

Reports may be preliminary, draft, interim, final, automated, AI-assisted, or manually prepared.

2.13 Document Vault – The "Document Vault" means the secure repository within the Platform through which documents, reports, invoices, templates, communications, and other authorised materials may be stored, accessed, or managed.

2.14 Artificial Intelligence Systems – "Artificial Intelligence Systems", "AI Systems", or "AI" means machine-learning systems, large language models (LLMs), AI agents, automation engines, recommendation systems, reasoning systems, or similar technologies utilised by ORR as support tools in the delivery of services.

AI Systems operate under human oversight and are intended to support, rather than replace, professional judgement and decision-making.

2.15 Free Access Tier – The "Free Access Tier" means the level of Platform access made available without subscription fees, providing limited functionality and excluding Workspace access, DS deployment, PM assignment, and Subscription Services.

2.16 ORR Services – "ORR Services" means all consultations, advisory activities, optimisation services, reports, Workspace functionality, DS-related activities, specialist involvement, AI-assisted support, project coordination, digital tools, and any other services provided by ORR.

03 ELIGIBILITY

3.1 Minimum Eligibility Requirements

To access or use the Platform, a user must:

- be at least eighteen (18) years of age or the age of legal majority in their jurisdiction;
- possess the legal capacity to enter into binding agreements;
- provide accurate and complete registration information;
- comply with all applicable laws and regulations;
- not be prohibited from receiving the Services under any applicable law.

By creating an Account, the user represents and warrants that these requirements are satisfied.

3.2 Business Representation

Where a user acts on behalf of:

- a company;
- partnership;
- association;
- trust;
- foundation;
- governmental body;
- non-governmental organisation;
- or any other legal entity,

the user represents and warrants that they possess sufficient authority to bind that entity to these Terms and any associated agreements.

ORR may request evidence of such authority at any time.

3.3 Accuracy of Information

Users agree that all information provided to ORR shall be:

- accurate;
- complete;
- current;
- not misleading.

Users must promptly update information that becomes inaccurate or outdated.

ORR shall not be responsible for any consequences arising from inaccurate, incomplete, or misleading information supplied by a user.

3.4 Right to Refuse Service

ORR reserves the right, at its sole discretion, to refuse access to the Platform, decline consultations, reject subscription requests, or discontinue discussions relating to a potential engagement where ORR determines that:

- the requested engagement falls outside ORR's expertise or operational scope;
- the engagement presents unacceptable legal, regulatory, reputational, ethical, operational, or security risks;
- sufficient information has not been provided to assess the engagement;
- the user has violated these Terms;
- the engagement would create a conflict of interest;
- ORR reasonably believes that the engagement is unlikely to achieve a constructive outcome.

ORR shall not be required to disclose its internal assessment criteria when exercising this right.

3.5 Suitability Assessment

Access to the Free Access Tier does not create any obligation on ORR to provide Consultation Services, Subscription Services, Workspace access, DS design activities, specialist involvement, or any other engagement.

ORR reserves the right to evaluate the suitability of any proposed engagement before:

- conducting consultations;
- issuing proposals;
- assigning a Project Manager;
- activating Subscription Services;
- designing a Data Structure;
- granting Workspace access.

3.6 Restricted Activities

Users may not access or use the Platform if they intend to:

- engage in unlawful activities;
- violate applicable regulations;
- infringe intellectual property rights;
- misrepresent their identity or authority;
- interfere with Platform operations;
- circumvent subscription restrictions;
- misuse ORR Services;
- exploit vulnerabilities or security controls;
- engage in fraud, deception, harassment, or abuse.

ORR may suspend or terminate access immediately where such activities are suspected.

3.7 Jurisdictional Restrictions

ORR may restrict or refuse access to certain Services in specific jurisdictions where legal, regulatory, operational, or compliance considerations make service delivery impractical or undesirable.

The availability of Platform access does not constitute a representation that all ORR Services are available in every jurisdiction.

3.8 No Automatic Right to Subscription Services

Registration on the Platform, participation in consultations, funding of a Wallet, or receipt of reports does not create an automatic entitlement to Subscription Services.

Subscription Services remain subject to:

- ORR's assessment;
- proposal issuance;
- commercial agreement;
- acceptance of applicable terms;
- ongoing suitability.

ORR retains sole discretion regarding whether to enter into a subscription relationship with any prospective client.

3.9 Business and Consumer Engagements

ORR primarily provides services to businesses, organisations, professionals, entrepreneurs, and project owners. Certain Services may also be made available to consumers. Where mandatory consumer-protection laws apply, those laws shall prevail over any inconsistent provision of these Terms to the extent required by law.

3.10 Sanctions and Restricted Persons

Users represent and warrant that they are not subject to sanctions, trade restrictions, asset-freeze measures, or similar prohibitions that would make provision of ORR Services unlawful.

04 ACCOUNT CREATION, SECURITY, AND PLATFORM ACCESS

4.1 Account Registration

To access certain features of the Platform, users must create an Account.

During registration, users may be required to provide:

- name;
- email address;
- jurisdiction of residence or operation;
- business information;
- contact details;
- any additional information reasonably required by ORR.

Users agree that all registration information shall be accurate, complete, and current.

ORR reserves the right to request additional verification information where necessary.

4.2 Account Ownership

Each Account is personal to the registered user or authorised organisation.

The registered user remains responsible for all activities conducted through the Account, whether such activities are authorised or unauthorised.

Where an Account is created on behalf of an organisation, the organisation shall remain responsible for ensuring that only authorised persons access the Account.

4.3 Account Credentials

Users are responsible for maintaining the confidentiality and security of:

- usernames;
- passwords;
- authentication credentials;
- recovery mechanisms;
- access devices.

Users shall not:

- share credentials with unauthorised individuals;
- permit unauthorised access;
- knowingly allow another person to impersonate them through the Platform.

4.4 Unauthorised Access

Users must notify ORR immediately if they become aware of:

- unauthorised access;
- suspected credential compromise;
- suspicious account activity;
- security incidents affecting their Account.

ORR may temporarily suspend access while investigating a suspected security incident.

4.5 Authentication and Access Controls

ORR may implement security measures including:

- password requirements;
- multi-factor authentication (MFA);
- account verification procedures;
- device verification;
- session controls;
- role-based access restrictions.

Users agree to comply with all reasonable security measures implemented by ORR.

4.6 Platform Availability

ORR will use reasonable efforts to maintain Platform availability.

However, the Platform may be unavailable from time to time due to:

- maintenance activities;
- upgrades;
- security measures;
- technical issues;
- infrastructure failures;
- third-party service interruptions;
- force majeure events.

ORR does not guarantee uninterrupted or error-free Platform availability.

4.7 Platform Modifications

ORR reserves the right to:

- modify Platform features;
- add functionality;
- remove functionality;
- redesign interfaces;
- introduce new modules;
- discontinue modules;
- revise access controls.

Such modifications may affect both Free Access Tier users and subscribed clients.

Where material changes affect Subscription Services, ORR will provide reasonable notice whenever practicable.

4.8 Acceptable Platform Use

Users shall use the Platform only for lawful and legitimate purposes.

Users shall not:

- interfere with Platform operations;
- attempt to gain unauthorised access;
- bypass access restrictions;
- probe security mechanisms;
- upload malicious software;
- perform automated scraping without authorisation;
- overload infrastructure;
- use the Platform for unlawful purposes.

ORR reserves the right to investigate suspected violations.

4.9 Third-Party Services

Certain Platform functions may rely upon third-party providers including:

- hosting providers;
- communication systems;
- payment processors;
- authentication services;
- cloud infrastructure providers;
- analytics systems.

ORR is not responsible for failures arising solely from third-party services outside its reasonable control.

4.10 Suspension of Access

ORR may suspend access to all or part of the Platform where:

- security concerns arise;
- legal obligations require suspension;
- payment obligations remain outstanding;
- Terms are breached;
- fraudulent or abusive behaviour is suspected;
- operational risks are identified.

ORR shall use reasonable efforts to restore access once the underlying issue has been resolved.

4.11 Termination of Accounts

Users may request closure of their Account at any time, subject to:

- outstanding obligations;
- active subscriptions;
- legal retention requirements;
- ongoing investigations.

ORR may terminate Accounts in accordance with Section 14 of these Terms.

Account closure does not automatically remove records that ORR is legally required to retain.

4.12 No Transfer of Accounts

Accounts may not be sold, transferred, assigned, rented, sublicensed, or otherwise made available to third parties without ORR's prior written consent.

ORR reserves the right to disable Accounts that violate this requirement.

4.13 Reservation of Rights

All rights not expressly granted to users under these Terms remain reserved by ORR.

Access to the Platform does not confer ownership of:

- software;
- systems;
- workflows;
- Data Structures;
- methodologies;
- intellectual property;
- reports;
- content;
- automation frameworks;
- AI-assisted systems.

Such rights remain exclusively with ORR or its licensors.

NATURE OF THE SERVICE, ACCESS LEVELS, AND SUBSCRIPTION SERVICES

5.1 Nature of the Service

ORR is a business advisory, optimisation, and systems-design organisation whose purpose is to assist clients in identifying, analysing, structuring, solving, and optimising business, operational, regulatory, technical, strategic, and organisational challenges.

ORR operates under the guiding principle:

Listen. Solve. Optimise.

ORR may utilise a combination of:

- consultations;
- project management;
- structured methodologies;
- Data Structures (DS);
- Workspace environments;
- reports;
- automation frameworks;
- artificial intelligence systems;
- specialist expertise;
- digital tools;
- implementation support activities;

to assist clients in achieving their objectives.

The Platform serves as an enabling environment through which ORR delivers and manages services. Access to the Platform does not, by itself, constitute the purchase of advisory, optimisation, implementation, or subscription services.

5.2 Problem Resolution and Optimisation

ORR's primary objective is to assist clients in identifying root causes of challenges and designing appropriate solutions and optimisation pathways.

Services may include:

- consultations and discovery meetings;
- business assessments and reviews;
- process mapping;
- workflow design;
- systems architecture;
- operational optimisation;
- compliance support;
- automation design;
- report preparation;
- implementation guidance;
- specialist involvement;
- ongoing optimisation activities.

Recommendations are based upon information available to ORR at the relevant time and upon ORR's professional judgement.

ORR does not guarantee any particular:

- financial outcome;
- commercial success;
- regulatory approval;
- operational improvement;
- business result;
- implementation result.

5.3 Free Access Tier

ORR offers a Free Access Tier that permits users to:

- create and maintain an Account;
- access designated public areas of the Platform;
- manage profile information;
- receive notifications;
- upload limited information;
- request consultations;
- maintain a Wallet balance;
- access authorised documents stored within the Document Vault.

The Free Access Tier is intended to facilitate initial engagement with ORR and does not constitute an advisory or subscription relationship.

5.4 Limitations of the Free Access Tier

Unless otherwise stated by ORR in writing, the Free Access Tier does not include:

- Workspace access;
- Data Structure deployment;
- Project Manager assignment;
- Subscription Services;
- personalised resource packs;
- advanced automation tools;
- specialist involvement;
- optimisation programmes;
- premium content;
- implementation support services.

ORR reserves the right to modify Free Access Tier functionality at any time.

5.5 Consultation Services

Consultation Services are available to eligible users in accordance with ORR's operational policies and payment requirements.

Consultations are intended to:

- understand the client's circumstances;
- identify opportunities and challenges;
- assess suitability for further engagement;
- support the preparation of reports or recommendations;
- determine whether Subscription Services may be appropriate.

Consultations may be delivered:

- remotely;
- in person;
- synchronously;
- asynchronously;
- individually;
- in group settings.

Completion of a Consultation does not create an entitlement to Subscription Services.

5.6 Client Engagement Lifecycle

The Client acknowledges that ORR generally delivers services through a staged engagement process which may include:

Stage 1 – Platform Registration

Creation of an Account and access to the Free Access Tier.

Stage 2 – Initial Platform Use

Exploration of Platform features and submission of information by the Client.

Stage 3 – Consultation Request

Submission of a request for Consultation Services.

Stage 4 – Wallet Funding

Funding of the Wallet in accordance with ORR's consultation requirements.

Stage 5 – Consultation Delivery

Completion of one or more consultations or discovery activities.

Stage 6 – Report and Recommendations

Preparation and delivery of reports, recommendations, assessments, or findings.

Stage 7 – Client Decision

Determination by the Client whether further assistance is required.

Stage 8 – Subscription Assessment

Evaluation by ORR of whether Subscription Services may be appropriate.

Stage 9 – Commercial Proposal

Issuance of a customised proposal describing scope, pricing, and service arrangements.

Stage 10 – Acceptance

Acceptance of the proposal by the Client.

Stage 11 – Project Manager Assignment

Appointment of a Project Manager by ORR.

Stage 12 – Discovery and Scoping

Detailed assessment and information gathering.

Stage 13 – DS and Workspace Design

Configuration and development of the service environment.

Stage 14 – Specialist Involvement

Involvement of additional expertise where required.

Stage 15 – Implementation and Optimisation

Delivery of ongoing services, support, and optimisation activities.

Stage 16 – Ongoing Subscription Services

Continued operation under an active subscription or retainer arrangement.

Stage 17 – Renewal, Expansion, Suspension, or Termination

Continuation or conclusion of the engagement.

The above lifecycle is illustrative and may vary depending on the nature of the engagement.

5.7 Subscription Services

Subscription Services comprise the ongoing advisory, optimisation, Project Manager oversight, Data Structure design and maintenance, Workspace access, specialist coordination, reporting activities, and associated support services provided by ORR under an active subscription or retainer arrangement.

Subscription Services are offered only after:

- ORR has assessed the engagement;
- a proposal has been issued;
- commercial terms have been agreed;
- activation requirements have been satisfied.

Subscription Services may be:

- monthly;
- fixed-term;
- project-based;
- custom structured.

Subscription pricing is bespoke and is not publicly displayed on the Platform.

5.8 Project Manager Assignment

Upon activation of Subscription Services, ORR shall appoint a Project Manager ("PM").

The PM acts as the primary coordinator of the engagement and may oversee:

- discovery activities;
- information gathering;
- consultation planning;
- specialist coordination;
- report production;
- Workspace configuration;
- DS design activities;
- optimisation programmes;
- implementation support.

The PM may delegate tasks to authorised personnel while remaining responsible for overall coordination.

5.9 Discovery and Scoping Stage

Before a DS is designed, configured, or deployed, ORR will conduct a Discovery and Scoping Stage.

This stage may include:

- interviews;
- consultations;
- workshops;
- document reviews;
- system reviews;
- process mapping;
- requirements gathering;
- operational assessments.

The Client agrees to cooperate fully and provide accurate and timely information.

Failure to cooperate may delay or prevent service delivery.

5.10 Data Structures (DS)

A DS is a structured framework developed by ORR to support information management, optimisation, reporting, workflow control, automation, compliance activities, and decision support.

The DS forms part of ORR's service delivery methodology and is not, in itself, the principal service being purchased.

Access to a DS is available only to subscribed clients.

5.11 Artificial Intelligence and Automation

ORR may utilise:

- AI systems;
- LLMs;
- AI agents;
- automation frameworks;
- recommendation engines;
- workflow tools;

as support mechanisms in service delivery.

Such systems operate under human oversight.

Final recommendations, interpretations, implementation guidance, and professional judgement remain subject to human review.

ORR does not permit AI systems to make legally significant decisions on behalf of clients.

5.12 Specialist Involvement

Where ORR determines that additional expertise would assist a client engagement, ORR may involve:

- employees;
- consultants;
- contractors;
- partner organisations;
- subject-matter experts;
- external specialists.

Such involvement may occur through meetings, reports, reviews, assessments, implementation activities, or optimisation initiatives.

5.13 Scope Evolution

During the course of an engagement, ORR may identify additional issues, opportunities, dependencies, risks, or optimisation pathways.

The identification of such matters does not obligate either party to expand the scope of services.

Any material expansion of scope may be addressed through:

- a revised proposal;
- an amendment;
- a supplementary agreement;
- an updated subscription arrangement.

5.14 Client Cooperation

The Client acknowledges that ORR's ability to provide effective services depends upon the accuracy, completeness, and timeliness of information supplied by the Client.

Delays, omissions, inaccuracies, lack of cooperation, or failures to participate in required activities may adversely affect:

- deliverables;
- timelines;
- recommendations;
- optimisation activities;
- implementation support;
- service outcomes.

ORR shall not be responsible for consequences arising from such failures.

6.1 General Principles

ORR operates a hybrid service model consisting of:

- a Free Access Tier;
- Consultation Services;
- Subscription Services;
- bespoke advisory and optimisation engagements.

The Free Access Tier is available without subscription fees and permits limited access to designated Platform functionality.

Charges apply only where a Client elects to utilise paid services offered by ORR.

6.2 Consultation Funding

Prior to scheduling an initial Consultation, the Client may be required to fund their Wallet with a minimum amount determined by ORR.

At the time of these Terms, the standard minimum consultation funding amount is:

€45.00 (Forty-Five Euro).

ORR reserves the right to revise this amount from time to time.

Any revised amount shall apply only to future consultations.

6.3 Wallet Mechanism

The Wallet is a pre-funded facility used to facilitate payment for certain ORR Services.

The Client may:

- deposit funds;
- monitor balances;
- review transaction history;
- approve applicable service charges.

Funds remain allocated to the Client's Account until utilised in accordance with these Terms and any applicable service agreement.

The Wallet is not a bank account, payment account, investment product, or regulated financial service.

No interest shall accrue on Wallet balances.

6.4 Consultation Charges

Consultation charges may be deducted from the Wallet following completion of a Consultation.

Where applicable, ORR may provide:

- time records;
- consultation summaries;
- billing breakdowns;
- charge approvals.

Unless otherwise agreed, consultation-related charges shall only be processed following Client approval.

ORR reserves the right to establish alternative consultation billing arrangements through a proposal or supplementary agreement.

6.5 Reports and Deliverables

ORR may produce reports, assessments, recommendations, findings, analyses, summaries, or other deliverables following a Consultation.

The existence of a report does not create an entitlement to Subscription Services.

Additional services arising from report findings may require separate commercial arrangements.

6.6 Subscription Pricing

Subscription Services are priced individually and are not publicly displayed on the Platform.

Pricing may depend upon factors including:

- project complexity;
- operational requirements;
- anticipated workload;
- number and complexity of DS modules;
- specialist involvement;
- reporting requirements;
- implementation requirements;
- optimisation activities;
- service duration.

Each subscription arrangement shall be governed by a customised commercial proposal or separate agreement.

6.7 Proposal-Based Commercial Arrangements

Prior to activation of Subscription Services, ORR shall provide a proposal that may include:

- scope of services;
- deliverables;
- pricing;
- payment schedules;
- duration;
- special conditions;
- renewal arrangements.

Subscription Services shall not commence until the proposal has been accepted by both parties.

6.8 Subscription Activation Fees

ORR may charge an initial implementation, onboarding, configuration, setup, or activation fee.

Such fees may cover activities including:

- Project Manager allocation;
- Discovery and Scoping activities;
- DS design;
- Workspace configuration;
- system preparation;
- specialist coordination.

The existence and amount of any such fee shall be specified within the applicable proposal.

6.9 Recurring Subscription Charges

Where Subscription Services include recurring fees, such fees may be charged:

- monthly;
- quarterly;
- annually;
- by milestone;
- or through another agreed schedule.

The applicable schedule shall be specified in the relevant proposal or agreement.

6.10 Additional Services

ORR may provide services outside the agreed subscription scope.

Examples may include:

- additional consultations;
- specialist engagements;
- implementation activities;
- additional reports;
- custom development;
- additional DS modules;
- integrations;
- training activities.

Such services may be billed separately and shall be subject to separate approval where required.

6.11 Taxes

Unless otherwise stated, all fees are exclusive of applicable taxes, duties, levies, or governmental charges.

Where required by law, such amounts shall be added to invoices and paid by the Client.

6.12 Invoicing

ORR may issue invoices electronically.

Invoices may be made available through:

- the Document Vault;
- email;
- other authorised communication channels.

The Client agrees that electronic invoices satisfy all contractual notice requirements relating to billing.

6.13 Late Payments

Where payments remain outstanding beyond the agreed payment period, ORR may:

- suspend services;
- restrict Platform access;
- suspend Workspace functionality;
- suspend DS maintenance activities;
- delay deliverables;
- withhold reports;
- terminate the engagement.

ORR may also pursue any remedies available under applicable law.

6.14 Refunds

Unless otherwise required by law or expressly agreed in writing:

- consultation fees are non-refundable once the Consultation has been delivered;
- subscription fees are non-refundable;
- implementation fees are non-refundable;
- setup fees are non-refundable;
- onboarding fees are non-refundable.

Nothing in this section limits any mandatory consumer rights that cannot be excluded by law.

6.15 Charge Disputes

Clients who believe that a charge has been applied incorrectly must notify ORR within thirty (30) days of the relevant transaction.

ORR shall review the matter and respond within a reasonable period.

Failure to raise a dispute within this period may be deemed acceptance of the charge.

6.16 Modification of Commercial Terms

ORR reserves the right to revise pricing models, billing procedures, Wallet requirements, or payment mechanisms.

Changes shall not affect existing accepted proposals unless:

- agreed by the parties;
- permitted by the applicable agreement;
- required by law.

Any revised commercial terms shall apply prospectively.

6.17 No Obligation to Continue Services

The existence of a Wallet balance, previous consultations, prior subscriptions, or historical engagements does not obligate ORR to continue providing services indefinitely.

All future services remain subject to:

- availability;
- suitability;
- commercial agreement;
- compliance with these Terms.

USER RESPONSIBILITIES

7.1 General Responsibilities

Users shall use the Platform and ORR Services responsibly, lawfully, and in accordance with these Terms.

Users acknowledge that ORR's ability to provide effective services depends upon the quality, accuracy, completeness, and timeliness of information provided by the Client.

Users agree to act in good faith throughout all engagements with ORR.

7.2 Accuracy of Information

Users shall ensure that all information submitted to ORR is:

- accurate;
- complete;
- current;
- truthful;
- not misleading.

This obligation applies to:

- registration information;
- profile information;
- consultation information;
- documents;
- supporting materials;
- communications;
- information supplied during Discovery and Scoping activities.

ORR shall not be responsible for adverse outcomes arising from inaccurate, incomplete, outdated, or misleading information supplied by the Client.

7.3 Cooperation Obligations

Clients receiving Consultation Services or Subscription Services shall cooperate with ORR in a timely and reasonable manner.

Such cooperation may include:

- attending meetings;
- responding to requests for information;
- reviewing deliverables;
- providing documents;
- participating in discovery activities;
- validating requirements;
- identifying constraints or risks.

Failure to cooperate may:

- delay service delivery;
- affect timelines;
- impact deliverable quality;
- prevent implementation of recommendations;
- restrict ORR's ability to provide effective support.

7.4 Lawful Use

Users shall use the Platform and ORR Services only for lawful purposes.

Users shall not use ORR Services in connection with:

- unlawful activities;
- fraud;
- money laundering;
- sanctions evasion;
- corruption;
- intellectual property infringement;
- unlawful data processing;
- harassment;
- discrimination;
- cybercrime;
- any activity prohibited by applicable law.

7.5 Platform Security

Users shall not:

- attempt to gain unauthorised access to systems;
- interfere with Platform operations;
- circumvent security controls;
- probe, scan, or test vulnerabilities without authorisation;
- upload malicious software;
- attempt to disrupt services;
- exploit technical weaknesses.

Any suspected security vulnerability must be reported promptly to ORR.

7.6 Credential Protection

Users are responsible for protecting:

- passwords;
- authentication credentials;
- recovery methods;
- authorised access devices.

Users shall not share credentials with unauthorised individuals.

The Client remains responsible for activities conducted through their Account unless ORR has been notified of a security incident in accordance with these Terms.

7.7 Use of Consultation Outputs

Consultation outputs, reports, recommendations, assessments, and advisory materials are intended solely for the Client's internal use unless otherwise agreed in writing.

Users shall not:

- misrepresent ORR recommendations;
- selectively quote reports in a misleading manner;
- represent ORR outputs as regulatory approvals;
- claim ORR guarantees outcomes.

7.8 Use of Workspace and Data Structures

Clients granted access to a Workspace or DS shall use such resources solely for legitimate business purposes.

Users shall not:

- attempt to replicate ORR methodologies;
- reverse engineer DS logic;
- extract proprietary frameworks;
- resell DS structures;
- sublicense access;
- distribute Workspace content without authorisation.

Access to Workspace and DS functionality remains subject to the applicable subscription arrangement.

7.9 AI and Automation Usage

Where ORR provides AI-assisted tools, recommendations, automations, or workflows, users acknowledge that:

- AI outputs may contain limitations or inaccuracies;
- AI outputs require human review and judgement;
- AI-generated content should not be treated as professional advice without appropriate validation.

Users remain responsible for decisions made using AI-assisted outputs.

7.10 Intellectual Property Respect

Users shall respect all intellectual property rights relating to:

- ORR methodologies;
- Data Structures;
- reports;
- templates;
- workflows;
- automation frameworks;
- software;
- documentation;
- content.

Nothing within the Platform grants ownership of ORR intellectual property.

7.11 Non-Circumvention

Clients shall not knowingly attempt to circumvent ORR's commercial arrangements by engaging ORR personnel, consultants, specialists, contractors, or partner organisations directly for substantially similar work introduced through an ORR engagement, except where expressly authorised by ORR in writing.

This obligation shall apply during the engagement and for a period of twelve (12) months following termination of the engagement, unless a longer period is expressly agreed in writing.

7.12 Prohibited Conduct

Users shall not:

- impersonate another person or entity;
- submit false information;
- misuse Platform resources;
- abuse ORR personnel;
- engage in fraudulent behaviour;
- interfere with other users;
- bypass subscription restrictions;
- attempt to access unauthorised features;
- exploit system errors for personal gain.

ORR reserves the right to investigate suspected misconduct.

7.13 Compliance with Additional Policies

Users agree to comply with:

- these Terms;
- the Privacy Policy;
- the Cookie Policy;
- any applicable Subscription Agreement;
- any Acceptable Use Policy;
- any supplementary policies published by ORR.

Failure to comply may result in suspension or termination of services.

7.14 Responsibility for Business Decisions

The Client remains solely responsible for:

- business decisions;
- implementation decisions;
- investment decisions;
- regulatory submissions;
- contractual commitments;
- operational actions.

ORR provides advisory, optimisation, and support services but does not assume responsibility for decisions ultimately taken by the Client.

7.15 Continuing Obligations

The obligations contained within this Section shall survive suspension, termination, or expiration of an Account or engagement to the extent reasonably necessary to protect ORR's legitimate interests and rights.

8.1 General Standard of Service

ORR shall provide its Services using reasonable skill, care, diligence, and professional judgement appropriate to the nature of the engagement.

ORR shall make reasonable efforts to:

- understand the Client's circumstances;
- identify relevant issues and opportunities;
- provide informed recommendations;
- coordinate service delivery effectively;
- support optimisation activities;
- maintain appropriate operational standards.

ORR does not guarantee the achievement of any specific outcome, result, approval, commercial objective, financial benefit, or operational improvement.

8.2 Project Manager Assignment

Where Subscription Services are activated, ORR shall assign a Project Manager ("PM") to act as the primary coordinator of the engagement.

The PM may be responsible for:

- Discovery and Scoping activities;
- coordination of consultations;
- stakeholder engagement;
- specialist coordination;
- DS oversight;
- Workspace configuration;
- implementation support;
- optimisation planning.

ORR reserves the right to replace, reassign, or supplement PM resources where necessary.

8.3 Discovery and Assessment

ORR shall undertake reasonable efforts to gather and assess information required to support service delivery.

Such activities may include:

- interviews;
- consultations;
- workshops;
- document reviews;
- process mapping;
- requirements gathering;
- operational assessments.

The effectiveness of these activities depends substantially upon the quality and completeness of information supplied by the Client.

8.4 Human Oversight of AI Systems

Where ORR utilises:

- artificial intelligence systems;
- large language models (LLMs);
- AI agents;
- automation frameworks;
- recommendation engines;

such technologies shall be used as support tools only.

ORR shall maintain human oversight over material recommendations, interpretations, analyses, and outputs used in service delivery.

ORR shall not knowingly permit AI systems to make legally significant decisions on behalf of Clients.

8.5 Specialist Coordination

Where ORR determines that additional expertise is beneficial to an engagement, ORR may coordinate the involvement of Specialists.

ORR shall use reasonable efforts to ensure that such involvement is relevant to the Client's requirements.

ORR does not guarantee the availability of any particular Specialist at any specific time.

8.6 Workspace and DS Management

For subscribed Clients, ORR shall use reasonable efforts to:

- configure agreed Workspace environments;
- design and maintain agreed DS structures;
- implement approved changes;
- support optimisation activities;
- maintain operational continuity.

The scope of such activities shall remain subject to the applicable proposal, subscription arrangement, or service agreement.

8.7 Confidentiality

ORR shall treat Client information as confidential except where:

- disclosure is authorised by the Client;
- disclosure is necessary for service delivery;
- disclosure is required by law;
- disclosure is permitted under these Terms or associated agreements.

ORR may share relevant information with authorised personnel and Specialists strictly to the extent necessary for service delivery.

8.8 Security Measures

ORR shall implement reasonable administrative, technical, and organisational measures designed to protect:

- Client information;
- Platform resources;
- authentication systems;
- documents;
- communications;
- service infrastructure.

No system can be guaranteed to be completely secure, and ORR does not warrant absolute protection against all threats.

8.9 Platform Maintenance

ORR may perform maintenance, upgrades, improvements, security updates, and operational changes as reasonably required.

Where practicable, ORR shall seek to minimise disruption to subscribed Clients.

ORR shall not be liable for temporary interruptions resulting from maintenance activities.

8.10 Service Availability

ORR shall use reasonable efforts to maintain the availability of the Platform and associated services.

However, availability may be affected by:

- maintenance activities;
- infrastructure failures;
- internet disruptions;
- third-party provider failures;
- force majeure events;
- cybersecurity incidents;
- legal or regulatory requirements.

ORR does not guarantee uninterrupted availability.

8.11 Reports and Recommendations

ORR shall use reasonable efforts to ensure that reports, recommendations, analyses, and assessments are prepared in good faith based upon:

- information available at the time;
- professional judgement;
- applicable methodologies;
- relevant expertise.

Recommendations remain advisory in nature.

Implementation decisions remain the responsibility of the Client.

8.12 Independence of Judgement

ORR retains discretion regarding:

- methodologies used;
- assessment approaches;
- optimisation strategies;
- allocation of personnel;
- involvement of Specialists;
- service delivery mechanisms.

Nothing within these Terms obligates ORR to adopt a methodology proposed by a Client.

8.13 Regulatory and Professional Boundaries

Unless expressly agreed through a separate engagement agreement, ORR does not act as the Client's:

- lawyer;
- advocate;
- accountant;
- auditor;
- tax advisor;
- engineer;
- architect;
- medical practitioner;
- regulated financial advisor;
- regulated professional representative.

Where regulated professional services are required, ORR may recommend or coordinate appropriate Specialists.

8.14 Scope Evolution

During an engagement, ORR may identify:

- additional risks;
- optimisation opportunities;
- dependencies;
- operational weaknesses;
- implementation requirements.

The identification of such matters does not create an obligation upon ORR to perform additional work without an appropriate agreement, proposal amendment, or revised scope.

8.15 Limitation of Service Commitments

ORR's responsibilities are limited to those expressly described within:

- these Terms;
- applicable proposals;
- subscription agreements;
- service agreements;
- written amendments.

No verbal statement, informal discussion, exploratory conversation, or preliminary assessment shall create additional obligations unless confirmed in writing by ORR.

8.16 Continuous Improvement

ORR reserves the right to improve, modify, refine, or enhance its:

- methodologies;
- DS frameworks;
- Workspace structures;
- reporting approaches;
- optimisation processes;
- AI-assisted systems;
- service delivery mechanisms.

Such improvements may be implemented during active engagements where reasonably necessary to improve service quality.

8.17 Survival

The provisions of this Section shall survive termination of an engagement to the extent necessary to give effect to ORR's continuing obligations regarding confidentiality, security, legal compliance, and related matters.

8.18 No Fiduciary Relationship

ORR provides advisory and optimisation services as an independent contractor. Nothing in these Terms shall create a fiduciary duty, trustee relationship, investment-advisory duty, or similar heightened duty of care unless expressly agreed in writing.

09

WORKSPACE, DATA STRUCTURES, AND SUBSCRIPTION ENVIRONMENTS

9.1 Purpose of the Workspace

The Workspace is a subscription-based service environment designed by ORR to support the delivery of advisory, optimisation, coordination, reporting, automation, and implementation-support activities.

The Workspace serves as an operational environment through which ORR and the Client may collaborate, manage information, monitor activities, coordinate projects, access resources, and interact with assigned Data Structures ("DS").

The Workspace forms part of ORR's service delivery methodology and is not intended to function as a standalone software product.

9.2 Access to the Workspace

Workspace access is available only to Clients with an active Subscription Service arrangement.

ORR reserves the right to determine:

- eligibility for Workspace access;
- Workspace configuration;
- available functionality;
- access permissions;
- user roles;
- security requirements.

Workspace access shall not be granted solely as a result of:

- Account registration;
- Wallet funding;
- participation in consultations;
- receipt of reports.

9.3 Workspace Configuration

Each Workspace may be configured differently depending on:

- Client requirements;
- project scope;
- operational complexity;
- subscription level;
- assigned DS modules;
- optimisation objectives.

Workspace functionality may evolve throughout the engagement as ORR identifies new requirements, risks, opportunities, or optimisation pathways.

9.4 Data Structures (DS)

ORR may design, configure, implement, and maintain one or more Data Structures ("DS") as part of a subscribed engagement.

A DS may contain:

- structured information fields;
- workflows;
- decision-support mechanisms;
- reporting structures;
- automation frameworks;
- document-generation processes;
- integrations;
- dashboards;
- project-management components;
- AI-assisted functionality.

The specific composition of a DS shall be determined by ORR in consultation with the Client.

9.5 Discovery Requirement

No DS shall be deployed until ORR determines that sufficient information has been gathered through the Discovery and Scoping Stage.

ORR reserves the right to postpone, redesign, or decline DS deployment where:

- insufficient information exists;
- requirements remain unclear;
- implementation risks are excessive;
- the Client has failed to cooperate.

9.6 DS Evolution

The Client acknowledges that a DS is not a static deliverable.

During an engagement, ORR may:

- refine workflows;
- update structures;
- introduce automation;
- improve reporting logic;
- integrate additional tools;
- redesign operational components;
- implement optimisation measures.

Such modifications may be undertaken where ORR reasonably believes they support the objectives of the engagement.

9.7 Workspace Users and Permissions

ORR may assign access permissions based upon operational requirements.

Permissions may vary between:

- Client administrators;
- authorised representatives;
- employees;
- Project Managers;
- Specialists;
- ORR personnel.

ORR reserves the right to modify permissions where necessary for security, operational, legal, or service-delivery reasons.

9.8 AI-Assisted Components

A Workspace or DS may contain AI-assisted components, including:

- recommendation systems;
- AI agents;
- automation workflows;
- document-generation tools;
- analytical engines;
- knowledge-management tools.

Such components are intended to support service delivery and shall operate under human oversight.

The Client remains responsible for reviewing outputs prior to implementation or reliance.

9.9 Resource Libraries and Templates

The Workspace may contain:

- templates;
- checklists;
- guides;
- resource packs;
- frameworks;
- reference materials;
- implementation tools.

Such materials are provided for convenience and informational purposes.

Their inclusion does not constitute legal, financial, regulatory, engineering, tax, medical, or other regulated professional advice.

9.10 Generated Documents and Outputs

The Workspace may generate:

- reports;
- summaries;
- action plans;
- workflow documentation;
- project records;
- recommendations;
- operational materials.

Generated outputs may be created through:

- manual processes;
- automated systems;
- AI-assisted systems;
- hybrid methodologies.

All outputs remain subject to review and validation by the Client.

9.11 Subscription Dependency

Workspace access and DS functionality remain dependent upon an active subscription arrangement.

Where a subscription:

- expires;
- is suspended;
- is terminated;
- is not renewed;

ORR may restrict, suspend, or remove access to Workspace functionality.

9.12 Suspension of Workspace Access

ORR may suspend Workspace access where:

- payment obligations remain outstanding;
- security concerns arise;
- misuse is suspected;
- legal requirements necessitate suspension;
- operational risks are identified.

ORR shall use reasonable efforts to restore access where appropriate.

9.13 Data Export

Subject to applicable agreements and technical feasibility, ORR may permit export of certain Client-generated information upon request.

ORR shall not be obligated to export:

- proprietary methodologies;
- DS architecture;
- internal logic;
- AI models;
- workflows;
- optimisation frameworks;
- intellectual property.

The format and scope of any export shall be determined by ORR.

9.14 Ownership of Workspace Structures

The Client acknowledges that:

- Workspace configurations;
- Data Structures;
- workflows;
- methodologies;
- templates;
- automation frameworks;
- AI-assisted structures;
- optimisation models;

remain the intellectual property of ORR unless expressly agreed otherwise in writing.

The Client receives a limited right to use such resources during the term of the subscription.

No ownership rights are transferred.

9.15 Third-Party Integrations

Where appropriate, ORR may integrate Workspace environments with third-party systems, including:

- communication platforms;
- cloud storage services;
- databases;
- reporting tools;
- automation systems;
- external software.

ORR does not guarantee the continued availability of any third-party integration.

9.16 Post-Termination Treatment

Following termination of a subscription, ORR may:

- disable Workspace access;
- archive Workspace environments;
- remove inactive environments;
- retain information where legally required;
- preserve records in accordance with applicable retention policies.

The Client's rights following termination shall remain subject to:

- applicable agreements;
- data-protection obligations;
- intellectual-property rights;
- retention requirements.

9.17 No Standalone Software Licence

Nothing in these Terms shall be interpreted as granting the Client a perpetual software licence, software ownership right, source-code right, or unrestricted use right relating to any Workspace, DS, automation framework, AI system, methodology, or service-delivery component utilised by ORR.

The Workspace remains a component of ORR's broader advisory and optimisation service model.

9.18 Survival

The provisions of this Section shall survive suspension or termination to the extent necessary to protect:

- intellectual property;
- confidentiality;
- security interests;
- contractual rights;
- legal obligations.

10 CONSULTATIONS, REPORTS, AND RECOMMENDATIONS

10.1 Purpose of Consultations

Consultations form part of ORR's service delivery methodology and are intended to assist in:

- understanding the Client's circumstances;
- identifying challenges, opportunities, and risks;
- gathering information;
- evaluating requirements;
- supporting decision-making;
- determining potential optimisation pathways;
- assessing suitability for further engagement.

Consultations may occur independently or as part of a broader subscribed engagement.

10.2 Consultation Formats

Consultations may be conducted through:

- video conferencing;
- telephone calls;
- in-person meetings;
- workshops;
- interviews;
- discovery sessions;
- asynchronous communications;
- written questionnaires;
- collaborative review sessions.

ORR reserves the right to determine the most appropriate consultation format for a particular engagement.

10.3 Consultation Scheduling

Consultations shall be scheduled subject to:

- availability of ORR personnel;
- operational capacity;
- completion of applicable administrative requirements;
- funding requirements;
- any conditions specified by ORR.

ORR does not guarantee immediate availability of consultation services.

10.4 Consultation Records

ORR may maintain records relating to consultations, including:

- meeting notes;
- summaries;
- action points;
- observations;
- recommendations;
- supporting documentation.

Such records may be maintained for operational, quality-control, compliance, reporting, optimisation, and service-delivery purposes.

The management of such records shall be governed by the Privacy Policy and applicable data-protection laws.

10.5 Recordings and Transcriptions

Where permitted by law and operationally appropriate, ORR may utilise:

- recordings;
- transcriptions;
- AI-assisted transcription systems;
- note-generation systems;
- meeting-summary systems.

Where consent is required by applicable law, ORR shall obtain such consent prior to recording.

Recordings and transcriptions may be used to improve accuracy, facilitate reporting, support DS design, and assist optimisation activities.

10.6 Reports

ORR may prepare reports arising from:

- consultations;
- discovery activities;
- assessments;
- reviews;
- optimisation exercises;
- subscribed engagements.

Reports may include:

- observations;
- findings;
- analyses;
- recommendations;
- implementation considerations;
- identified risks;
- identified opportunities;
- proposed next steps.

Reports may be preliminary, interim, draft, final, automated, AI-assisted, or manually prepared.

10.7 Recommendations

Recommendations provided by ORR are intended to support the Client's evaluation of potential courses of action.

Recommendations may relate to:

- business operations;
- systems;
- workflows;
- compliance considerations;
- optimisation opportunities;
- resource allocation;
- implementation strategies;
- technology adoption;
- organisational development.

Recommendations are advisory in nature and do not constitute guarantees of outcome.

10.8 AI-Assisted Outputs

ORR may utilise AI systems to assist with:

- information analysis;
- summarisation;
- report drafting;
- workflow assessment;
- pattern identification;
- recommendation generation;
- document preparation.

The Client acknowledges that AI systems may contain limitations and may occasionally generate inaccurate, incomplete, outdated, or inappropriate outputs.

All AI-assisted outputs remain subject to human oversight and professional review.

10.9 Reliance on Reports and Recommendations

Reports, recommendations, assessments, and consultation outputs are based upon:

- information supplied by the Client;
- information reasonably available to ORR;
- assumptions identified during the engagement;
- professional judgement;
- applicable methodologies.

The Client remains responsible for independently evaluating whether and how to implement any recommendation.

ORR does not warrant that any recommendation will be suitable for every circumstance.

10.10 Implementation Responsibility

Unless expressly agreed through a separate engagement arrangement, ORR's role is advisory.

The Client remains solely responsible for:

- implementation decisions;
- business decisions;
- operational decisions;
- contractual commitments;
- regulatory submissions;
- resource allocation;
- execution activities.

The implementation of recommendations remains at the Client's discretion and risk.

10.11 Third-Party Information

Reports and recommendations may occasionally incorporate information obtained from:

- public sources;
- third-party providers;
- Specialists;
- industry references;
- client-supplied materials.

ORR does not guarantee the completeness or accuracy of information originating from third parties.

10.12 No Professional Representation

Unless expressly agreed in writing through a separate engagement, consultations, reports, and recommendations shall not be interpreted as:

- legal representation;
- tax representation;
- audit services;
- regulated financial advice;
- engineering certification;
- architectural certification;
- medical advice;
- regulatory approval.

Where regulated expertise is required, ORR may recommend or coordinate appropriate Specialists.

10.13 Draft Deliverables

ORR may provide draft reports, preliminary findings, working documents, or interim assessments.

Such materials are provided for discussion purposes only and should not be relied upon as final conclusions unless expressly designated as final by ORR.

10.14 Client Feedback and Clarifications

ORR may request clarification, validation, corrections, or additional information relating to reports and recommendations.

The Client agrees to provide such information where reasonably requested.

Failure to do so may affect the accuracy or usefulness of deliverables.

10.15 Intellectual Property in Deliverables

Reports, recommendations, methodologies, frameworks, analyses, templates, and supporting materials produced by ORR remain subject to ORR's intellectual-property rights.

The Client may use final deliverables for their internal business purposes unless otherwise agreed in writing.

Nothing in this Section transfers ownership of ORR methodologies, frameworks, DS structures, workflows, templates, automation logic, or proprietary systems.

10.16 Retention of Consultation Materials

ORR may retain consultation records, reports, summaries, and related materials in accordance with:

- applicable law;
- the Privacy Policy;
- internal retention policies;
- contractual obligations.

Retention periods may vary depending on the nature of the information.

10.17 No Guarantee of Outcomes

ORR does not guarantee:

- business success;
- financial gain;
- regulatory approval;
- operational improvement;
- successful implementation;
- investment performance;
- commercial results.

Consultations, reports, and recommendations are intended to support informed decision-making and optimisation efforts.

10.18 Survival

The provisions of this Section shall survive termination of an engagement to the extent necessary to protect:

- intellectual-property rights;
- confidentiality obligations;
- limitation-of-liability provisions;
- legal and regulatory obligations.

10.19 Consultation Recordings

Consultation recordings, transcripts, summaries, and notes created by ORR remain the property of ORR, subject to the Client's rights under applicable data-protection legislation.

11

INTELLECTUAL PROPERTY RIGHTS

11.1 Ownership of Intellectual Property

Unless expressly agreed otherwise in writing, all intellectual property rights relating to ORR Services shall remain the exclusive property of ORR or its licensors.

This includes, but is not limited to:

- methodologies;
- frameworks;
- Data Structures (DS);
- Workspace configurations;
- templates;
- workflows;
- process maps;
- automation frameworks;
- implementation models;
- optimisation methodologies;
- reports;
- guides;
- documentation;
- software components;
- AI-assisted systems;
- branding;
- content;
- training materials;
- internal procedures.

No ownership rights are transferred to the Client through use of the Platform or receipt of ORR Services.

11.2 ORR Branding

All rights relating to:

- ORR Network;
- ORR branding;
- logos;
- trade names;
- trademarks;
- service marks;
- visual identity;
- marketing materials;

remain the property of ORR unless otherwise stated.

Clients shall not use ORR branding without prior written authorisation.

11.3 Data Structures (DS)

Data Structures developed by ORR form part of ORR's proprietary service-delivery methodology.

The Client acknowledges that DS elements may include:

- workflows;
- structures;
- business logic;
- methodologies;
- templates;
- automation frameworks;
- reporting models;
- optimisation mechanisms.

Access to a DS does not confer ownership of the DS.

ORR retains all intellectual-property rights in DS design and architecture.

11.4 Workspace Environments

Workspace environments, configurations, structures, layouts, permissions models, automation mechanisms, and related service components remain the property of ORR.

Clients are granted a limited right to access and use Workspace functionality during an active subscription.

Such access does not create ownership rights.

11.5 Reports and Deliverables

Subject to payment of applicable fees, Clients may use final reports and deliverables for their own internal business purposes.

Unless expressly authorised in writing, Clients shall not:

- reproduce reports for commercial resale;
- distribute reports as their own work;
- modify reports in a misleading manner;
- remove ORR attribution where applicable;
- use reports to imply endorsement by ORR.

Ownership of underlying methodologies, frameworks, structures, and intellectual property remains with ORR.

11.6 Templates, Frameworks, and Resource Materials

Templates, resource packs, checklists, guides, forms, implementation tools, and supporting materials made available through the Platform remain the intellectual property of ORR.

Clients receive a limited, non-exclusive, non-transferable licence to use such materials for internal purposes during the applicable engagement.

11.7 AI-Assisted Systems and Automation

ORR may utilise AI-assisted systems, automation frameworks, recommendation engines, document-generation systems, and similar technologies in service delivery.

All rights relating to:

- AI-assisted workflows;
- prompt architectures;
- automation logic;
- recommendation structures;
- service methodologies;
- implementation frameworks;

remain vested in ORR or its licensors.

Nothing in these Terms grants ownership of such systems to the Client.

11.8 Feedback and Suggestions

Where a Client provides:

- suggestions;
- improvement proposals;
- feature requests;
- operational feedback;
- enhancement ideas;

relating to ORR Services, the Client grants ORR a perpetual, worldwide, royalty-free right to use, modify, implement, and incorporate such feedback without compensation.

This provision does not apply to confidential information supplied by the Client.

11.9 Client-Owned Materials

Nothing in these Terms transfers ownership of information, documents, data, intellectual property, trademarks, trade secrets, or proprietary materials belonging to the Client.

The Client retains ownership of materials that they independently own and provide to ORR.

The Client grants ORR a limited right to use such materials solely for the purpose of delivering the agreed Services.

11.10 Third-Party Intellectual Property

Certain services, integrations, systems, content, or resources may incorporate third-party intellectual property.

Such intellectual property remains owned by the relevant third party and may be subject to separate licence terms.

The Client agrees to comply with any applicable third-party requirements communicated by ORR.

11.11 Restrictions

Unless expressly authorised in writing, Clients shall not:

- reverse engineer ORR systems;
- replicate DS structures;
- copy proprietary workflows;
- extract automation logic;
- recreate methodologies;
- distribute Workspace components;
- create derivative commercial products based upon ORR intellectual property.

11.12 Reservation of Rights

All rights not expressly granted under these Terms are reserved by ORR.

No implied licence, ownership right, transfer, assignment, or waiver shall arise through use of the Platform or receipt of Services.

11.13 Intellectual Property Infringement

ORR reserves the right to investigate and pursue any unauthorised use, infringement, misappropriation, or misuse of its intellectual property.

ORR may seek:

- injunctive relief;
- damages;
- account suspension;
- termination of services;
- any other remedies available under applicable law.

11.14 Survival

The provisions of this Section shall survive suspension, termination, expiration, or completion of any engagement.

The protection of intellectual-property rights shall continue indefinitely to the extent permitted by applicable law.

11.15 Client-Specific Developments

Ownership of client-specific developments commissioned under a separate proposal or agreement shall be determined by the applicable proposal, statement of work, subscription agreement, or written agreement between the parties. Where no such provision exists, ownership shall remain with ORR.

12 DOCUMENT VAULT, DATA MANAGEMENT, AND RECORD RETENTION

12.1 Purpose of the Document Vault

The Document Vault is a secure repository within the Platform used to store, organise, manage, and retrieve authorised documents and records associated with ORR Services.

The Document Vault forms part of ORR's service-delivery infrastructure and may be used for:

- report storage;
- invoice storage;
- consultation outputs;
- project documentation;
- client uploads;
- templates;
- agreements;
- subscription-related records;
- Workspace-generated outputs;
- DS-generated documents.

12.2 Access Rights

Access to the Document Vault shall be restricted to authorised users.

Access permissions may vary depending upon:

- subscription status;
- user role;
- Workspace permissions;
- project requirements;
- security requirements;
- legal obligations.

ORR reserves the right to modify access permissions where reasonably necessary.

12.3 Client Uploads

Clients may upload documents, information, records, and supporting materials to the Platform where functionality permits.

The Client represents and warrants that:

- they possess the right to upload such materials;
- the materials do not infringe third-party rights;
- the materials do not violate applicable laws;
- the materials do not contain malicious code or harmful content.

The Client remains responsible for the content of uploaded materials.

12.4 ORR-Generated Documents

ORR may generate and store documents including:

- reports;
- assessments;
- recommendations;
- summaries;
- invoices;
- action plans;
- implementation materials;
- DS-generated outputs;
- optimisation records.

Such documents may be produced through:

- manual processes;
- automated processes;
- AI-assisted systems;
- hybrid methodologies.

12.5 Document Ownership

Ownership of documents shall be determined according to the nature of the document.

Client-Owned Materials: The Client retains ownership of:

- documents supplied by the Client;
- Client-owned intellectual property;
- Client-originated records.

ORR-Owned Materials: ORR retains ownership of:

- methodologies;
- frameworks;
- templates;
- reports;
- DS structures;
- Workspace structures;
- optimisation frameworks;
- automation logic;
- intellectual property embodied within generated outputs.

Ownership provisions remain subject to Section 11 (Intellectual Property Rights).

12.6 Availability of Documents

ORR shall use reasonable efforts to maintain access to authorised documents stored within the Document Vault.

However, ORR does not guarantee:

- uninterrupted availability;
- perpetual storage;
- indefinite retention;
- availability following account termination;
- recovery of deleted documents.

Clients are encouraged to maintain their own records of important documents.

12.7 Data Retention Principles

ORR shall retain documents and records only for as long as reasonably necessary to:

- provide Services;
- comply with legal obligations;
- protect legitimate business interests;
- resolve disputes;
- maintain operational records;
- fulfil contractual requirements.

Retention periods may vary depending upon the nature of the information.

12.8 Standard Retention Periods

Unless a different period is required by law, contract, or legitimate operational necessity, ORR generally applies the following retention periods:

CATEGORY	RETENTION PERIOD
Consultation Reports	5 years
Behavioural Data	12 months
System Logs	12-18 months
Support Tickets	3 years
Uploaded Documents	Up to 24 months following inactivity
Financial Records and Invoices	10 years

Retention periods may be extended where required by law, litigation, investigations, regulatory obligations, or active disputes.

12.9 Archiving

ORR may archive:

- inactive Workspace environments;
- completed projects;
- historical reports;
- expired subscriptions;
- legacy records.

Archived information may not remain immediately accessible through the Platform.

12.10 Deletion Requests

Where permitted by applicable law, Clients may request deletion of certain personal information or documents.

ORR may refuse deletion requests where retention is necessary for:

- legal compliance;
- contractual obligations;
- dispute resolution;
- fraud prevention;
- security investigations;
- legitimate business interests.

Deletion rights remain subject to the Privacy Policy and applicable data-protection legislation.

12.11 Data Exports

Where technically feasible and operationally reasonable, ORR may provide exports of certain Client-related information upon request.

ORR shall not be required to export:

- proprietary methodologies;
- DS architecture;
- Workspace structures;
- internal workflows;
- automation frameworks;
- intellectual property;
- AI systems;
- internal operational records.

ORR reserves the right to determine:

- export formats;
- export scope;
- export conditions.

12.12 Account Closure and Data Retention

Closure of an Account does not automatically require deletion of all associated records.

ORR may retain information where necessary to:

- comply with legal obligations;
- enforce contractual rights;
- maintain audit trails;
- resolve disputes;
- preserve financial records;
- satisfy regulatory requirements.

Retention shall be limited to the extent reasonably necessary for such purposes.

12.13 Security of Stored Records

ORR shall implement reasonable technical and organisational measures designed to protect stored records against:

- unauthorised access;
- accidental loss;
- destruction;
- misuse;
- disclosure;
- alteration.

No storage system can be guaranteed to be completely secure.

12.14 Preservation of Evidence

ORR may preserve records beyond standard retention periods where reasonably necessary for:

- litigation;
- threatened litigation;
- investigations;
- regulatory reviews;
- contractual disputes;
- enforcement activities.

Such preservation may continue until the relevant matter has been concluded.

12.15 Relationship with Privacy Policy

This Section shall be read together with the Privacy Policy.

Where personal data is involved, the Privacy Policy shall govern:

- lawful processing;
- data-subject rights;
- international transfers;
- legal bases for processing;
- privacy-related obligations.

In the event of conflict, the Privacy Policy shall prevail with respect to personal-data processing matters.

12.16 Survival

The provisions of this Section shall survive suspension, termination, expiration, or completion of an engagement to the extent necessary to:

- protect legal rights;
- comply with legal obligations;
- preserve records;
- enforce contractual obligations;
- maintain audit trails.

13 SUSPENSION, TERMINATION, AND RENEWAL

13.1 General Principles

ORR seeks to maintain constructive, professional, and mutually beneficial relationships with its Clients.

Either party may suspend, terminate, decline to renew, or modify an engagement in accordance with these Terms, any applicable proposal, subscription agreement, or applicable law.

The rights contained within this Section are cumulative and do not limit any other rights available to ORR or the Client.

13.2 Suspension of Platform Access

ORR may suspend access to all or part of the Platform where reasonably necessary to:

- protect security;
- investigate suspected misconduct;
- address operational risks;
- comply with legal obligations;
- preserve system integrity;
- respond to cybersecurity incidents;
- prevent unauthorised activity.

ORR shall use reasonable efforts to restore access where appropriate.

13.3 Suspension for Non-Payment

ORR may suspend:

- Consultations;
- Subscription Services;
- Workspace access;
- DS maintenance activities;
- Specialist involvement;
- report delivery;
- optimisation activities;

where payment obligations remain outstanding.

ORR shall not be liable for delays, interruptions, or consequences arising from such suspension.

13.4 Suspension for Misconduct

ORR may suspend access immediately where it reasonably believes that a user has:

- breached these Terms;
- provided misleading information;
- engaged in fraudulent activity;
- abused ORR personnel;
- attempted to circumvent commercial arrangements;
- interfered with Platform operations;
- misused ORR Services;
- violated applicable law.

ORR may investigate the matter before determining whether reinstatement is appropriate.

13.5 Client-Initiated Termination

Clients may terminate:

- Accounts;
- Consultation relationships;
- Subscription Services;

in accordance with any applicable notice requirements contained within the relevant proposal or agreement.

Termination requests should be submitted through a method approved by ORR.

Termination does not relieve the Client of obligations accrued prior to the termination date.

13.6 ORR-Initiated Termination

ORR may terminate an engagement where:

- the Client materially breaches these Terms;
- payment obligations remain outstanding;
- cooperation is insufficient to permit effective service delivery;
- legal or regulatory concerns arise;
- operational risks become unacceptable;
- ORR determines that continued engagement is no longer appropriate.

Where reasonably practicable, ORR shall provide notice of termination.

13.7 Termination of Free Access Accounts

ORR may terminate Free Access Accounts that:

- remain inactive for extended periods;
- violate these Terms;
- create security concerns;
- are no longer supported operationally.

ORR reserves the right to determine appropriate inactivity thresholds.

13.8 Subscription Expiry

Subscription Services shall expire in accordance with the applicable proposal, subscription agreement, or retainer arrangement.

Upon expiry, ORR may:

- suspend Workspace access;
- archive Workspace environments;
- disable DS functionality;
- remove premium features;
- restrict access to subscription-only resources.

Certain records may remain accessible where required by law or contract.

13.9 Renewal of Subscription Services

Subscription Services may be:

- renewed automatically;
- renewed manually;
- replaced by a revised proposal;
- extended through mutual agreement.

The applicable renewal mechanism shall be specified within the relevant proposal or agreement.

ORR reserves the right to revise pricing, scope, personnel allocation, methodologies, or service arrangements at renewal.

13.10 Scope Changes and Renewal Discussions

Prior to renewal, ORR may review:

- project progress;
- optimisation opportunities;
- operational requirements;
- resource requirements;
- DS evolution requirements;
- Workspace requirements.

Renewal discussions may result in:

- continuation of the existing arrangement;
- expansion of scope;
- reduction of scope;
- redesign of services;
- termination by mutual agreement.

13.11 Effect of Termination

Upon termination, ORR may:

- revoke Workspace access;
- disable DS functionality;
- suspend Specialist involvement;
- archive project environments;
- remove access to subscription-only resources.

Termination does not automatically delete records retained under Section 12.

13.12 Outstanding Obligations

Termination shall not affect:

- unpaid invoices;
- accrued charges;
- confidentiality obligations;
- intellectual-property rights;
- liability limitations;
- dispute-resolution rights;
- record-retention obligations.

Such obligations shall survive termination to the extent necessary.

13.13 Return of Property

Upon request, each party shall return or destroy the other party's property where appropriate and where not prohibited by law, contract, retention requirements, or legitimate operational necessity.

This provision does not require ORR to surrender proprietary methodologies, DS structures, Workspace architecture, or intellectual property.

13.14 Preservation of Records

ORR may preserve records following termination where reasonably necessary for:

- legal compliance;
- regulatory obligations;
- audit requirements;
- dispute resolution;
- enforcement of contractual rights;
- legitimate business interests.

Retention shall be governed by Section 12 and the Privacy Policy.

13.15 Migration Assistance

Unless expressly agreed through a separate arrangement, ORR is not obligated to provide migration, transition, export, handover, implementation, or successor-service assistance following termination.

Where such assistance is requested and accepted by ORR, additional charges may apply.

13.16 Force Majeure Termination

Where a Force Majeure Event continues for a prolonged period and materially prevents service delivery, either party may terminate the affected engagement upon reasonable notice.

Neither party shall be liable for termination arising from such circumstances.

13.17 Re-Engagement

Termination of an engagement does not prevent a former Client from seeking future services.

Any future engagement shall remain subject to:

- ORR's assessment;
- operational capacity;
- commercial agreement;
- applicable Terms.

ORR shall have no obligation to accept future engagements.

13.18 Survival

The following provisions shall survive suspension, termination, expiry, or completion of an engagement:

- Intellectual Property Rights;
- Confidentiality obligations;
- Payment obligations;
- Liability limitations;
- Record-retention obligations;
- Dispute-resolution provisions;
- Data-protection obligations;
- Any provisions intended by their nature to survive termination.

13.19 Notice Period

Unless otherwise specified in a proposal, subscription agreement, or retainer arrangement, either party may terminate Subscription Services by providing thirty (30) days' written notice.

LIMITATION OF LIABILITY AND DISCLAIMERS

14.1 Acknowledgement of Service Nature

The Client acknowledges that ORR provides:

- advisory services;
- optimisation services;
- systems–design services;
- project coordination services;
- consultation services;
- reporting services;
- implementation–support services;
- AI–assisted support services.

ORR does not provide guarantees of success, outcomes, approvals, profitability, operational improvement, or commercial performance.

All Services are provided on a reasonable–efforts basis unless expressly agreed otherwise in writing.

14.2 No Guarantee of Results

ORR does not guarantee:

- business success;
- profitability;
- revenue growth;
- regulatory approval;
- licensing approval;
- investment performance;
- operational efficiency gains;
- implementation success;
- project success;
- achievement of objectives;
- avoidance of loss.

The Client acknowledges that outcomes depend upon numerous factors beyond ORR's control, including decisions, actions, resources, market conditions, regulatory developments, and third–party conduct.

14.3 Advisory Nature of Services

All reports, recommendations, analyses, assessments, opinions, observations, AI-assisted outputs, and optimisation suggestions provided by ORR are advisory in nature.

The Client remains solely responsible for evaluating and deciding whether to:

- implement recommendations;
- act upon reports;
- modify operations;
- make investments;
- enter agreements;
- pursue regulatory actions;
- undertake implementation activities.

ORR does not assume responsibility for decisions taken by the Client.

14.4 AI-Assisted Outputs

ORR may utilise:

- artificial intelligence systems;
- large language models;
- AI agents;
- automation frameworks;
- recommendation engines;
- analytical systems;

as support tools.

The Client acknowledges that AI-assisted outputs may:

- contain inaccuracies;
- contain omissions;
- reflect outdated information;
- require contextual interpretation;
- require human validation.

ORR shall not be liable for losses arising solely from reliance upon AI-assisted outputs without appropriate human review and verification.

14.5 Third-Party Information

ORR may rely upon information obtained from:

- Clients;
- Specialists;
- public sources;
- regulators;
- third-party providers;
- industry publications;
- technology vendors.

ORR does not warrant the completeness, accuracy, availability, or reliability of information originating from third parties.

14.6 Third-Party Services

The Platform and ORR Services may depend upon third-party systems, including:

- hosting providers;
- cloud infrastructure;
- communication services;
- payment processors;
- software providers;
- integration providers.

ORR shall not be liable for interruptions, failures, delays, security incidents, or losses caused solely by third-party systems beyond ORR's reasonable control.

14.7 Indirect and Consequential Losses

To the maximum extent permitted by applicable law, ORR shall not be liable for:

- indirect losses;
- consequential losses;
- incidental losses;
- special damages;
- punitive damages;
- exemplary damages;
- loss of opportunity;
- loss of goodwill;
- loss of reputation;
- loss of anticipated savings;
- loss of revenue;
- loss of profit;
- loss of business.

This exclusion applies regardless of the legal theory upon which the claim is based.

14.8 Business Interruptions

ORR shall not be liable for losses arising from:

- service interruptions;
- Platform downtime;
- Workspace unavailability;
- system maintenance;
- integration failures;
- internet disruptions;
- infrastructure failures.

ORR shall use reasonable efforts to minimise such disruptions where practicable.

14.9 Client Data and Documentation

The Client remains responsible for maintaining copies of important records, documents, reports, and information.

ORR shall not be liable for losses arising from:

- failure to maintain backups;
- accidental deletion by the Client;
- unauthorised access caused by Client actions;
- misuse of exported information.

14.10 Regulatory and Legal Matters

Unless expressly agreed in writing through a separate regulated engagement, ORR shall not be liable for:

- regulatory decisions;
- governmental decisions;
- licensing outcomes;
- permit approvals;
- court decisions;
- tax authority decisions;
- enforcement actions.

ORR does not control such outcomes.

14.11 Specialist Services

Where Specialists participate in an engagement, ORR shall use reasonable efforts in coordinating such participation.

However, ORR shall not be liable for independent acts, omissions, opinions, recommendations, or conduct of Specialists acting in their own professional capacity.

14.12 Force Majeure

ORR shall not be liable for delays, interruptions, failures, or inability to perform arising from circumstances beyond its reasonable control, including:

- natural disasters;
- war;
- terrorism;
- civil unrest;
- pandemics;
- epidemics;
- strikes;
- labour disputes;
- infrastructure failures;
- utility failures;
- internet outages;
- cyberattacks;
- governmental actions.

14.13 Maximum Liability

To the maximum extent permitted by law, ORR's aggregate liability arising from or relating to any claim shall not exceed the greater of:

- the total amount paid by the Client to ORR during the twelve (12) months preceding the claim; or
- €500.

Where no fees have been paid, ORR's liability shall be limited to the minimum extent permitted by law.

14.14 Exclusive Remedies

The remedies expressly provided under these Terms shall constitute the Client's exclusive remedies to the extent permitted by applicable law.

14.15 No Warranty

Except as expressly stated in writing, ORR provides the Platform and Services on an:

- "as available";
- "as is";
- reasonable-efforts basis.

ORR disclaims all warranties, representations, and conditions not expressly stated in these Terms, whether express, implied, statutory, or otherwise.

14.16 Consumer Rights

Nothing in these Terms excludes, restricts, or limits any rights that cannot lawfully be excluded under applicable consumer-protection legislation.

Where mandatory law grants rights to a Client, those rights shall prevail to the extent required by law.

14.17 Interpretation

The limitations and exclusions contained within this Section shall apply to the fullest extent permitted by applicable law and shall survive termination, expiry, suspension, or completion of any engagement.

Where any limitation is determined to be unenforceable, the remaining provisions shall continue in full force and effect.

14.18 Survival

The provisions of this Section shall survive indefinitely following termination or completion of any engagement to the extent permitted by applicable law.

15 DATA PROTECTION, PRIVACY, AND CONFIDENTIALITY

15.1 Commitment to Data Protection

ORR recognises the importance of protecting personal data, confidential information, business information, and operational records entrusted to it by Clients.

ORR shall process information in accordance with:

- applicable data-protection legislation;
- applicable privacy laws;
- these Terms;
- the Privacy Policy;
- any applicable Data Processing Agreement (DPA);
- other relevant contractual obligations.

15.2 Privacy Policy

The collection, use, storage, retention, disclosure, and protection of personal data are governed by the ORR Privacy Policy.

The Privacy Policy forms an integral part of these Terms.

By using the Platform or ORR Services, the Client acknowledges that they have reviewed and accepted the Privacy Policy.

15.3 Cookie Policy

The use of cookies and similar technologies is governed by the ORR Cookie Policy.

The Cookie Policy forms part of these Terms and should be read together with the Privacy Policy.

ORR shall seek any consents required by applicable law before deploying non-essential cookies.

15.4 Confidential Information

For the purposes of these Terms, "Confidential Information" means any non-public information disclosed by either party that a reasonable person would consider confidential, including:

- business information;
- operational information;
- commercial information;
- financial information;
- technical information;
- strategies;
- plans;
- reports;
- data;
- DS structures;
- methodologies;
- documentation;
- trade secrets.

Confidential Information may be disclosed in written, verbal, digital, visual, or any other form.

15.5 Protection of Confidential Information

Each party agrees to:

- protect Confidential Information using reasonable care;
- use Confidential Information only for authorised purposes;
- restrict access to individuals who require access for legitimate purposes;
- prevent unauthorised disclosure where reasonably practicable.

Neither party shall disclose Confidential Information except as permitted by these Terms or applicable law.

15.6 Permitted Disclosures

Confidential Information may be disclosed where:

- authorised by the disclosing party;
- required for service delivery;
- required by law;
- required by a court, regulator, or competent authority;
- necessary to enforce legal rights;
- necessary to obtain professional advice.

Where legally permissible, the receiving party shall provide reasonable notice of compelled disclosure.

15.7 Information Shared with Specialists

The Client acknowledges that ORR may share relevant information with authorised:

- employees;
- Project Managers;
- Specialists;
- consultants;
- contractors;
- partner organisations;

where reasonably necessary to deliver Services.

ORR shall use reasonable efforts to ensure that such parties are subject to appropriate confidentiality obligations.

15.8 Data Processing Roles

Depending upon the nature of the engagement, ORR may act as:

- a Data Controller;
- a Data Processor;
- a Joint Controller;
- or another legally recognised processing role.

The applicable role shall depend upon the circumstances of the engagement and any applicable agreements.

Where required, the parties may enter into a separate Data Processing Agreement.

15.9 Client Responsibilities for Personal Data

Where the Client provides personal data to ORR, the Client represents and warrants that:

- they possess a lawful basis for doing so;
- necessary notices have been provided;
- necessary permissions or consents have been obtained where required;
- the transfer complies with applicable law.

The Client remains responsible for the lawfulness of information supplied to ORR.

15.10 Security Measures

ORR shall implement reasonable administrative, technical, and organisational measures designed to protect information against:

- unauthorised access;
- accidental loss;
- misuse;
- alteration;
- destruction;
- disclosure.

The specific measures implemented may evolve over time in response to:

- technological developments;
- operational requirements;
- regulatory obligations;
- security risks.

15.11 Data Breaches

Where ORR becomes aware of a personal-data breach affecting information under its control, ORR shall respond in accordance with applicable legal obligations.

Where notification is legally required, ORR shall provide such notification within the timeframe required by law.

15.12 International Transfers

Where information is transferred internationally, ORR shall take reasonable steps to ensure that appropriate safeguards are implemented where required by applicable law.

Such safeguards may include:

- adequacy decisions;
- contractual safeguards;
- recognised transfer mechanisms;
- other legally approved protections.

15.13 Retention and Deletion

Information shall be retained in accordance with:

- Section 12 of these Terms;
- the Privacy Policy;
- legal obligations;
- contractual requirements;
- legitimate business needs.

Where deletion requests are received, ORR shall evaluate such requests in accordance with applicable law and contractual obligations.

15.14 Monitoring and Audit Activities

ORR may maintain:

- audit trails;
- security logs;
- access records;
- operational records;
- compliance records;

where reasonably necessary to:

- protect systems;
- maintain security;
- support service delivery;
- comply with legal obligations.

Such records shall be managed in accordance with applicable legal requirements.

15.15 Business Improvement and Service Development

Subject to applicable law and the Privacy Policy, ORR may utilise aggregated, anonymised, statistical, or non-identifiable information for purposes including:

- service improvement;
- methodology development;
- optimisation research;
- operational analysis;
- quality assurance;
- system enhancement.

Such information shall not be used to identify individual Clients unless authorised or legally permitted.

15.16 Survival of Confidentiality Obligations

Confidentiality obligations shall continue after termination, suspension, or completion of an engagement until:

- the information becomes publicly available through lawful means;
- disclosure is authorised by the owner of the information;
- disclosure is required by law.

Trade secrets and information protected by law may remain protected indefinitely.

15.17 Relationship with Other Policies

This Section shall be read together with:

- the Privacy Policy;
- the Cookie Policy;
- any applicable Data Processing Agreement;
- any applicable Subscription Agreement;
- any applicable confidentiality agreement.

Where personal-data processing is concerned, the Privacy Policy shall prevail.

Where data-processing obligations are concerned, an applicable DPA shall prevail.

15.18 Survival

The provisions of this Section shall survive suspension, termination, expiry, or completion of any engagement to the extent necessary to:

- protect Confidential Information;
- comply with legal obligations;
- preserve privacy rights;
- maintain security obligations;
- enforce contractual rights.

16 CHANGES TO SERVICES, POLICIES, AND TERMS

16.1 Continuous Evolution of Services

The Client acknowledges that ORR operates within dynamic business, technological, regulatory, and operational environments.

Accordingly, ORR may modify, improve, expand, redesign, replace, suspend, or discontinue aspects of its:

- Services;
- methodologies;
- Workspace environments;
- Data Structures (DS);
- Platform functionality;
- automation systems;
- AI-assisted tools;
- operational processes;
- support mechanisms.

Such modifications may be implemented where ORR reasonably believes they support service quality, security, compliance, operational efficiency, or business objectives.

16.2 Changes to Platform Functionality

ORR reserves the right to:

- add features;
- remove features;
- redesign interfaces;
- modify workflows;
- introduce new modules;
- discontinue existing modules;
- alter user permissions;
- revise operational processes.

Not all changes shall require prior notice.

Where changes materially affect active Subscription Services, ORR shall use reasonable efforts to provide notice.

16.3 Changes to Workspace and DS Structures

ORR may update or modify Workspace environments and DS structures to:

- improve functionality;
- address identified risks;
- support optimisation objectives;
- maintain compatibility;
- improve automation;
- support regulatory compliance;
- enhance service delivery.

The Client acknowledges that Workspace environments and DS structures are intended to evolve throughout the lifecycle of an engagement.

16.4 Introduction of New Services

ORR may introduce:

- new service offerings;
- additional subscription tiers;
- new methodologies;
- specialist services;
- automation tools;
- AI-assisted functionality;
- implementation services;
- reporting services.

Such services may be governed by supplementary terms, proposals, or agreements.

16.5 Changes to Commercial Models

ORR may revise:

- pricing structures;
- billing methodologies;
- Wallet requirements;
- subscription models;
- service packages;
- payment mechanisms.

Changes shall generally apply prospectively and shall not affect accepted proposals unless:

- agreed by the parties;
- permitted under the applicable agreement;
- required by law.

16.6 Changes to Policies

ORR may revise:

- the Privacy Policy;
- the Cookie Policy;
- acceptable-use requirements;
- security policies;
- operational policies;
- other supporting documentation.

Updated versions shall become effective upon publication or upon the effective date specified in the relevant document.

16.7 Changes to These Terms

ORR reserves the right to amend these Terms from time to time.

Amendments may be required due to:

- legal developments;
- regulatory developments;
- operational requirements;
- technological changes;
- service evolution;
- security considerations;
- business requirements.

The revised Terms shall supersede previous versions upon becoming effective.

16.8 Notice of Material Changes

Where ORR determines that a change materially affects Client rights or obligations, ORR shall use reasonable efforts to provide notice through one or more of the following:

- Platform notifications;
- email communications;
- Workspace announcements;
- website notices;
- other appropriate communication channels.

The method of notification shall be determined by ORR.

16.9 Continued Use

Continued use of the Platform or Services following the effective date of revised Terms or policies shall constitute acceptance of the updated versions.

Where applicable law requires explicit consent for particular changes, ORR shall seek such consent.

16.10 Objection to Changes

If a Client does not agree with a material change, the Client may:

- discontinue use of the Platform;
- terminate an applicable subscription in accordance with the relevant agreement;
- close their Account where appropriate.

Rights and obligations accrued prior to termination shall remain unaffected.

16.11 Temporary Changes

ORR may implement temporary changes where reasonably necessary to:

- address security risks;
- respond to incidents;
- comply with legal requirements;
- preserve service continuity;
- mitigate operational threats.

Such changes may take effect immediately.

16.12 Regulatory Compliance Changes

Where legal or regulatory obligations require modifications to Services, policies, procedures, or Platform functionality, ORR may implement such changes without delay.

Clients acknowledge that compliance-related changes may be mandatory and may override prior operational arrangements.

16.13 No Obligation to Maintain Legacy Functionality

ORR shall not be obligated to maintain:

- legacy systems;
- outdated functionality;
- deprecated modules;
- obsolete integrations;
- superseded methodologies.

ORR may retire such components where reasonably appropriate.

16.14 Survival of Existing Rights

Changes to Services, policies, or Terms shall not affect:

- accrued payment obligations;
- intellectual-property rights;
- confidentiality obligations;
- dispute-resolution rights;
- liability limitations;
- legal obligations;

unless expressly stated otherwise.

16.15 Relationship with Subscription Agreements

Where a Subscription Agreement, proposal, or retainer arrangement contains specific provisions regarding changes, those provisions shall prevail over this Section to the extent of any inconsistency.

16.16 Survival

The provisions of this Section shall survive suspension, termination, expiry, or completion of an engagement to the extent necessary to preserve rights, obligations, and legal protections arising prior to the effective date of such suspension, termination, expiry, or completion.

GOVERNING LAW, DISPUTE RESOLUTION, GENERAL PROVISIONS, AND CONTACT INFORMATION

17.1 Governing Law

These Terms, together with any related agreements, proposals, policies, subscriptions, consultations, or services provided by ORR, shall be governed by and interpreted in accordance with the laws of Malta.

The application of any conflict-of-law principles that would result in the application of another jurisdiction's laws shall be excluded to the extent permitted by law.

17.2 Good Faith Resolution

Before initiating formal legal proceedings, the parties agree to use reasonable efforts to resolve disputes through good-faith discussions.

Either party may notify the other of a dispute and request discussions aimed at achieving an amicable resolution.

The parties shall cooperate reasonably in attempting to resolve disputes efficiently and proportionately.

17.3 Jurisdiction

Subject to any mandatory legal rights that cannot be excluded by law, the courts of Malta shall have exclusive jurisdiction over any dispute arising from or relating to:

- these Terms;
- the Platform;
- ORR Services;
- Subscription Services;
- consultations;
- Workspace environments;
- Data Structures;
- proposals;
- associated agreements.

Nothing in this Section prevents ORR from seeking urgent injunctive or protective relief in any jurisdiction where such relief may be required.

17.4 Alternative Resolution Methods

Nothing in these Terms prevents the parties from agreeing to resolve disputes through:

- mediation;
- arbitration;
- expert determination;
- negotiated settlement;
- other alternative dispute-resolution mechanisms.

Any such arrangement shall require mutual agreement between the parties.

17.5 Force Majeure

ORR shall not be liable for delays, interruptions, failures, or inability to perform resulting from circumstances beyond its reasonable control, including:

- natural disasters;
- war;
- terrorism;
- civil unrest;
- pandemics;
- epidemics;
- labour disputes;
- utility failures;
- internet disruptions;
- cyberattacks;
- governmental actions;
- regulatory restrictions;
- failures of third-party infrastructure.

The affected party shall use reasonable efforts to mitigate the effects of such events where practicable.

17.6 Severability

If any provision of these Terms is determined by a competent court or authority to be unlawful, invalid, or unenforceable, that provision shall be deemed severed to the minimum extent necessary.

The remaining provisions shall continue in full force and effect.

17.7 Waiver

Failure by ORR to enforce any provision of these Terms shall not constitute a waiver of that provision or any other provision.

Any waiver shall be effective only if made in writing by an authorised representative of ORR.

17.8 Assignment

The Client may not assign, transfer, delegate, sublicense, or otherwise dispose of any rights or obligations under these Terms without ORR's prior written consent.

ORR may assign, transfer, delegate, subcontract, or otherwise arrange for performance of its obligations provided that such arrangements do not materially reduce the protections afforded to the Client under these Terms.

17.9 Entire Agreement

These Terms, together with:

- the Privacy Policy;
- the Cookie Policy;
- applicable proposals;
- Subscription Agreements;
- Data Processing Agreements;
- confidentiality agreements;
- supplementary policies;
- written amendments;

constitute the entire agreement between the parties regarding the subject matter addressed herein.

They supersede all prior discussions, negotiations, understandings, representations, and agreements relating to the same subject matter.

17.10 Relationship of the Parties

Nothing in these Terms shall create:

- a partnership;
- joint venture;
- employment relationship;
- agency relationship;
- fiduciary relationship;

between ORR and the Client.

Each party remains an independent contracting party.

17.11 No Third-Party Rights

Unless expressly stated otherwise, no person or entity who is not a party to these Terms shall have any right to enforce any provision of these Terms.

17.12 Electronic Communications

The Client agrees that ORR may provide notices, disclosures, invoices, updates, reports, and other communications electronically through:

- the Platform;
- the Document Vault;
- email;
- Workspace notifications;
- other authorised communication channels.

Electronic communications shall satisfy any requirement for written communication unless prohibited by applicable law.

17.13 Interpretation

Headings are included for convenience only and shall not affect interpretation.

Words importing the singular include the plural and vice versa where the context permits.

References to laws include amendments, replacements, consolidations, and successor legislation.

References to "including" shall be interpreted as "including without limitation."

17.14 Survival

Any provision which by its nature is intended to survive suspension, termination, expiry, or completion of an engagement shall remain in effect, including provisions relating to:

- payment obligations;
- confidentiality;
- intellectual property;
- liability limitations;
- dispute resolution;
- data protection;
- record retention.

17.15 Contact Information

Questions relating to these Terms or ORR Services may be directed to ORR through the contact details published on the Platform.

At the time of publication, primary communications may be directed through:

ORR Network

- Website: <https://orr.solutions>
- Email: info@orr.solutions

ORR reserves the right to update contact information from time to time.

17.16 Effective Date

These Terms shall become effective upon:

- account registration;
- access to the Platform;
- use of ORR Services;
- funding of a Wallet;
- requesting a Consultation;
- acceptance of a proposal;
- activation of Subscription Services;

whichever occurs first.

By continuing to use the Platform or ORR Services, the Client acknowledges and agrees to be bound by these Terms.

ORR Network Official Legal & Contact Information

Corporate Entity: ORR Network

Official Web Portal: <https://orr.solutions>

Legal & Compliance Desk: info@orr.solutions

Document Ref: Version 2

Published: June 2026

Applicable Law: Laws of Malta