

# Terms & Conditions

*Last updated: 20 February 2021*



By using our Services, you accept and agree to these Terms and Conditions ("Terms"). Therefore, it is important that you carefully read through these Terms. If you do not consent to these Terms, you should not register with Onmi.

## About Onmi's services

Alius, Ampersand, Luka, Nimbus, Vire, and the Flex behaviour change programme are services/applications developed and provided by Onmi. Vire is also available in the iPhone App Store and the Google Play Store as "Vire DoACTIVE" or "Vire Preventomics".

Vire is the interface through which users also access the other services.

The purpose of Vire and its back-end services is to help our users track their health-related behaviours, and to support them in making lifestyle changes for better health outcomes.

## Using our Services

To use our Services, you must follow some simple rules. The Services are only available for your private use and are not intended for commercial use unless you have a commercial agreement with Onmi. Do not misuse the Services, so that either Onmi or anyone else is harmed in any way. You may only use the Services as permitted by law and these Terms. By using our Services, you agree that:

- Your account with Vire, including your email and password with Auth0, is personal and may not be transferred or used by someone else. You are responsible for storing your login details in a safe manner. Onmi is not in any way responsible for any loss or damage caused by unauthorised access to your account or use of your login details. If you learn of or suspect any unauthorised use of your account, you must immediately inform Onmi. Contact details are available at the bottom of this document.
- Vire is not intended for use by persons under the age of 16. To use Vire, you must be at least 18 years old.
- Violation of any of these Terms will lead to a direct termination of your user account and subscription. If you violate these terms, you will not get a refund.
- If you have any criticism or feedback regarding Vire or our Services, to firstly contact Onmi to help us to improve our Services.
- You may not share others' personal information, without their approval.

## Health and behavioural information

You are responsible for your own health. Onmi is not a medical organisation and we will not provide you with any medical advice or diagnosis. The purpose of the Services is solely to help our users track their health-related behaviours, and to support them in making lifestyle changes for better health outcomes.

Information made available through the Services and by our partners and affiliates shall solely be used for recreational and educational purposes.

Always consult with your doctor before starting an activity suggested by Vire or if you experience any pain or discomfort. Onmi cannot guarantee any health, weight and/or fitness results or improvements.

Our Services can be used by healthy adults as well as adults suffering from chronic conditions. Onmi consults with psychologists and medical experts in the creation of our behaviour change programmes. However, we cannot keep in account personal health conditions and limitations. Please take care in using our Services if you suffer from, or might suffer from, any medical condition that may be impaired by exercise or diet.

Onmi is not responsible for any personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the Services.

## **Intellectual property**

All rights in and to the Services, including any trademarks, service marks, trade names and copyrighted content (collectively "Intellectual Property") presented within the Services are the property of Onmi and/or third parties. You agree not to use Intellectual Property for any other purposes except for your use of the Services unless required otherwise by applicable mandatory law.

## **Disclaimer and limitation of liability**

You use the Services at your own risk. The Services are provided "AS IS," without any warranties, and Onmi does not warrant that the Services and availability thereof will be uninterrupted or error-free. Onmi does not assume any responsibility for errors or omissions in the information or software or other documents, which is referenced by or linked to. References or links to third parties' websites are provided "as is" without warranty of any kind, either express or implied. In no event shall Onmi be liable for any indirect or consequential damages, except in cases of intentional misconduct or gross negligence. To the maximum extent permitted under applicable law, Onmi's aggregate liability for any direct damages shall be limited to the lesser of: 500 EUR.

## **Miscellaneous**

You are not entitled to assign your rights and/or obligations under these Terms or use of the Services to any third party without Onmi's prior written consent.

Onmi is entitled to assign its rights and/or obligations under these Terms.

Onmi reserves the right to refuse the Services to anyone for any reason at any time. Onmi may revise these Terms from time to time and the most current version will always be posted on Onmi's website.

Any and all material changes shall become into effect between you and Onmi upon your acceptance of such changes (e.g., by using the Services after such notification has been made to you).

## **Governing law and dispute resolution**

These Terms and the use of the Services are governed by the laws of the Netherlands, except for its conflicts of laws principles. All claims arising out of or relating to these Terms or the Services shall be resolved by the Netherlands public courts.

## **Contact details**

For further information, inquiries or assistance you may contact Onmi. Customer Service is available via email at [info@onmi.design](mailto:info@onmi.design).