



3451 Triumph Blvd, STE 650  
Lehi, UT 84043

801.800.8250

# Omadi Terms and Conditions of Service

## Introduction

Welcome to the Omadi, Inc. online services, including websites omadi.com, its subdomains, and the Omadi mobile apps.

**PLEASE READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF SERVICE FOR THIS WEB SITE AND MOBILE APPS ("TOS") BEFORE USING THIS SITE OR THE OMADI MOBILE APPS.** By continuing to access, link to, or use this site, the mobile apps, or any service on this site, you signify **YOUR ACCEPTANCE OF THE TOS.** Omadi, Inc. ("Omadi") reserves the right to amend, remove, or add to the TOS at any time. Such modifications shall be effective immediately. Accordingly, please continue to review the TOS whenever accessing, linking to, or using this site or mobile apps. Your access, link to, or use of the site, or any service on this site, after the posting of modifications to the TOS will constitute **YOUR ACCEPTANCE OF THE TOS,** as modified. If, at any time, you do not wish to accept the TOS, you may not access, link to, use the site or mobile apps. Any terms and conditions proposed by you which are in addition to or which conflict with the TOS are expressly rejected by Omadi and shall be of no force or effect. The TOS also apply to all parties with whom Omadi has entered or will enter an End User License Agreement (EULA). To the extent that a provision of the TOS conflicts with either (or both) the EULA or Privacy Policy, the EULA shall be deemed to control the relationship between the parties as to that provision. **HOWEVER, IN NO CASE SHALL OMADI, Inc. BE DEEMED TO WAIVE ANY RIGHT OR PROTECTION TO WHICH IT IS ENTITLED UNDER THE LAWS OF THE STATE OF UTAH, FEDERAL LAW, OR INTERNATIONAL CONVENTIONS RELATING TO OMADI'S INTELLECTUAL PROPERTY RIGHTS.**

## Responsible Use and Conduct

By visiting our website and accessing the information, resources, services, products, tools, and mobile apps we provide for you ("Resources"), either directly or indirectly, you agree to use these Resources only for the purposes intended as permitted by **(a)** the terms of the TOS, and **(b)** applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand and agree that:

**a.** You represent, warrant and covenant that:

- (i)** you have the power and authority to enter into this agreement; and
- (ii)** you are at least eighteen (18) years old.

**b.** You represent that you have read and agree to be bound by the TOS.

**c.** In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct, and up to date.



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**d.** You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account(s).

**e.** Accessing (or attempting to access) any of our Resources by any means other than through the means we provide, is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means.

**f.** Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks to which our Resources are located or connected, is strictly prohibited.

**g.** Attempting to copy, duplicate, reproduce, sell, trade, or resell our Resources is strictly prohibited.

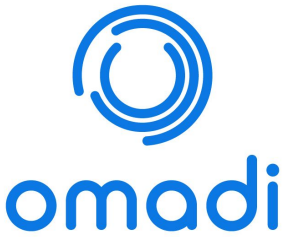
**h.** You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you or your agent and such unauthorized activities may result in criminal and/or civil liability.

**i.** We do not assume any liability for any content posted by you or any other 3rd party users of our website. However, any content posted by you using any open communication tools on our website, provided that it doesn't violate or infringe on any 3rd party copyrights or trademarks, becomes the property of Omadi, and as such, gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute as we see fit. This only refers and applies to content posted via open communication tools as described, and does not refer to information that is provided as part of the registration process, necessary in order to use our Resources. All information provided as part of our registration process is covered by our privacy policy.

**j. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL OMADI, ITS SUPPLIERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS BE LIABLE TO YOU FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES EVEN IF OMADI HAS BEEN ADVISED SPECIFICALLY OF THE POSSIBILITY OF SUCH DAMAGES, ARISING FROM USE OF OR INABILITY TO USE THE SERVICE OR ANY LINKS OR ITEMS ON THE SERVICE OR ANY PROVISION OF THE TOS, SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL OMADI'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE AMOUNT PAID BY YOU DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING ANY SUCH CLAIM, IF ANY, FOR ACCESSING THESE RESOURCES.**

**k.** You agree, at your own expense, to indemnify, defend and hold harmless Omadi, its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses, including reasonable attorneys' and experts' fees, arising out of or in connection with the Service, or any links on the Service, including, but not limited to:

- (i)** your use, or someone using your computer(s) to use the Service;



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- (ii)** use by you, or someone else, of your account to use the Service;
- (iii)** a violation of the TOS by you or anyone using your computer (or account, where applicable);
- (iv)** a claim that any use of the Service by you or someone using your computer (or account, where applicable) infringes any intellectual property right of any third party, or any right of privacy or publicity, is libelous or defamatory, or otherwise results in injury or damage to any third party;
- (v)** any deletions, additions, insertions or alterations to, or any unauthorized use of, the Service by you or someone using your computer (or account, where applicable);
- (vi)** any misrepresentation or breach of representation or warranty made by you contained herein; or
- (vii)** any breach of any covenant or agreement to be performed by you hereunder. You agree to pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by or in connection with or arising from any such claim, suit, action, or proceeding attributable to any such claim. Omadi reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Omadi in asserting any available defense. You acknowledge and agree to pay Omadi's reasonable attorneys' fees incurred in connection with any and all lawsuits brought against you by Omadi under the TOS and any other terms and conditions of service on this site, including without limitation, lawsuits arising from your failure to indemnify Omadi pursuant to the TOS.

I. Omadi does not represent that materials in the Service are appropriate or available for use in any particular location. Those who choose to access the Service do so of their own initiative and are responsible for compliance with all applicable laws. Software from the Service is subject to U.S. export controls and may not be downloaded, exported or re-exported:

- (i)** into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment of goods; or
- (ii)** to anyone on or acting on behalf of an entity on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Denied Persons List or Entities List or included in General Order 3 (15 C.F.R. Part 736, Supplement 1), which prohibits exports to Mayrow General Trading, affiliated entities and persons, and specified persons involved in the manufacture or sale of Improvised Explosive Devices (together referred to as "U.S. Prohibited Party Lists").

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**(a)** located in or a national or resident of any country noted above that is subject to U.S. trade sanctions, or

**(b)** on any U.S. Prohibited Party List or acting on behalf of any person or entity on any such list.

## Restrictions on Use

**YOU MAY NOT USE THE SERVICE FOR ANY ILLEGAL PURPOSE OR IN ANY MANNER INCONSISTENT WITH THE TOS. YOU AGREE TO USE THE SERVICE SOLELY FOR YOUR OWN USE AND BENEFIT, AND NOT FOR RESALE OR OTHER TRANSFER OR DISPOSITION TO, OR USE BY OR FOR THE BENEFIT OF, ANY OTHER PERSON OR ENTITY. YOU AGREE NOT TO USE, TRANSFER, DISTRIBUTE, OR DISPOSE OF ANY INFORMATION CONTAINED IN THE SERVICE IN ANY MANNER THAT COULD COMPETE WITH THE BUSINESS OF OMADI OR ANY OF ITS SUPPLIERS. YOU MAY NOT COPY, REPRODUCE, RECOMPILE, DECOMPILE, DISASSEMBLE, REVERSE ENGINEER, DISTRIBUTE, PUBLISH, DISPLAY, PERFORM, MODIFY, UPLOAD TO, CREATE DERIVATIVE WORKS FROM, TRANSMIT, OR IN ANY WAY EXPLOIT ANY PART OF THE SERVICE. YOU MAY NOT RECIRCULATE, REDISTRIBUTE OR PUBLISH THE ANALYSIS AND PRESENTATION INCLUDED IN THE SERVICE WITHOUT OMADI'S PRIOR WRITTEN CONSENT. ADDITIONALLY, YOU MAY NOT OFFER ANY PART OF THE SERVICE FOR SALE OR DISTRIBUTE IT OVER ANY OTHER MEDIUM INCLUDING BUT NOT LIMITED TO OVER-THE-AIR TELEVISION OR RADIO BROADCAST, A COMPUTER NETWORK OR HYPERLINK FRAMING ON THE INTERNET WITHOUT THE PRIOR WRITTEN CONSENT OF OMADI. THE SERVICE AND THE INFORMATION CONTAINED THEREIN MAY NOT BE USED TO CONSTRUCT A DATABASE OF ANY KIND. NOR MAY THE SERVICE BE STORED (IN ITS ENTIRETY OR IN ANY PART) IN DATABASES FOR ACCESS BY YOU OR ANY THIRD PARTY OR TO DISTRIBUTE ANY DATABASE SERVICES CONTAINING ALL OR PART OF THE SERVICE. YOU MAY NOT USE THE SERVICE IN ANY WAY TO IMPROVE THE QUALITY OF ANY DATA SOLD OR CONTRIBUTED BY YOU TO ANY THIRD PARTY. FURTHERMORE, YOU MAY NOT USE ANY OF THE TRADEMARKS, TRADE NAMES, SERVICE MARKS, COPYRIGHTS, OR LOGOS OF OMADI IN ANY MANNER WHICH CREATES THE IMPRESSION THAT SUCH ITEMS BELONG TO OR ARE ASSOCIATED WITH YOU OR, EXCEPT AS OTHERWISE PROVIDED HEREIN, ARE USED WITH OMADI'S CONSENT, AND YOU ACKNOWLEDGE THAT YOU HAVE NO OWNERSHIP RIGHTS IN AND TO ANY OF SUCH ITEMS. YOU WILL NOT USE THE SERVICE OR THE INFORMATION CONTAINED THEREIN IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU WILL NOT USE ANY TRADEMARKS, TRADE NAMES, SERVICE MARKS, COPYRIGHTS, OR LOGOS OF OMADI IN UNSOLICITED MAILINGS OR SPAM MATERIAL. YOU WILL NOT SPAM OR SEND UNSOLICITED MAILINGS TO ANY PERSON OR ENTITY USING THE SERVICE. YOU MAY USE THE "ALERTS" FUNCTION SOLELY TO INFORM OTHERS ABOUT A DATA ENTRY, AND YOU SHALL IMMEDIATELY CEASE USING THIS FUNCTION WITH REGARD TO RECIPIENTS WHO HAVE REQUESTED NOT TO RECEIVE SUCH INFORMATION. WHEN USING THE "ALERTS" FUNCTION, YOU SHALL:**

- (i) NOT UPLOAD OR SEND ANY MESSAGE THAT IS UNLAWFUL, LIBELOUS, SLANDEROUS, OFFENSIVE, OBSCENE, HATEFUL, PORNOGRAPHIC, VIOLENT, INSULTING, THREATENING, ABUSIVE, MISLEADING, DECEPTIVE, OR RACIALLY, ETHNICALLY, OR OTHERWISE OBJECTIONABLE;**



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- (ii) NOT UPLOAD OR SEND ANY COMMERCIAL, PROMOTIONAL, OR SOLICITATION INFORMATION; AND**
- (iii) REMAIN FRIENDLY AND CIVIL AND TREAT ALL E-MAIL RECIPIENTS WITH RESPECT AND SINCERITY.**

**YOU AGREE TO COMPLY WITH ANY OTHER APPLICABLE TERMS AND CONDITIONS OF SERVICE SET FORTH ON THE SERVICE.**

## License

If you have entered an End User License Agreement (EULA) with Omadi, your EULA may provide you with greater rights and license as defined by that EULA. Otherwise, you acquire absolutely no rights or licenses in or to the Service and materials contained within the Service other than the limited right to utilize the Service in accordance with the TOS. Should you choose to download content from the Service, you must do so in accordance with the TOS. Such download is licensed to you by Omadi ONLY for your own personal use in accordance with the TOS and does not transfer any other rights to you.

## Privacy

Your privacy is very important to us, which is why we've created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure, and store and use your private information. Our privacy policy is included under the scope of the TOS. To read our privacy policy in its entirety, [click here](#).

## Limitation of Warranties

By using our website, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

- i)** the use of our Resources will meet your needs or requirements.
- ii)** the use of our Resources will be uninterrupted, timely, secure or free from errors.
- iii)** the information obtained by using our Resources will be accurate or reliable, and
- iv)** any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.



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- vi) no information or advice, whether expressed, implied, oral or written, obtained by you from Omadi or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in the TOS.

**UNLESS OTHERWISE EXPRESSED, OMADI EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

## Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid during the two (2) months immediately preceding such claim, if any, for use of products and/or services. Omadi will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you or caused by us as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

Omadi does not warrant that the Service is compatible with your equipment or that the Service, or e-mail sent by Omadi or its representative, is free of errors or viruses, worms or "Trojan horses," or any other harmful, invasive, or corrupted files, and is not liable for any damage you may suffer as a result of such destructive features. You agree that Omadi and its Suppliers, agents, directors, officers, employees, representatives, successors, and assigns shall have no responsibility or liability for:

- (i) any injury or damages, whether caused by the negligence of Omadi or their respective affiliates, Suppliers, agents, directors, officers, employees, representatives, general partner, subsidiaries, successors, and assigns, or otherwise arising in connection with the Service and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages, or any claim against Omadi by any other party; or
- (ii) any fault, inaccuracy, omission, delay, or any other failure in the Service caused by your computer equipment or arising from your use of the Service on such equipment.

The content of other Web sites, services, goods, or advertisements that may be linked to the Service is not maintained or controlled by Omadi. Omadi is therefore not responsible for the availability, content, or accuracy of other Web sites, services, or goods that may be linked to, or advertised on, the Service. Omadi does not:

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- (b) guarantee the accuracy, completeness, usefulness or adequacy of any other Web sites, services, goods, or advertisements that may be linked to the Service; or



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**(c)** make any endorsement, express or implied, of any other Web sites, services, goods, or advertisements that may be linked to the Service. Omadi is also not responsible for the reliability or continued availability of the telephone lines, wireless services, communications media, and equipment you use to access the Service. You understand that Omadi and/or third-party contributors to the Service may choose at any time to inhibit or prohibit their content from being accessed under the TOS.

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## Termination of Use

You agree that we may, at our sole discretion, suspend or terminate your access to all or part of our website and Resources with or without notice and for any reason, including, without limitation, breach of the TOS. Any suspected illegal, fraudulent or abusive activity may be grounds for terminating our relationship and may be referred to appropriate law enforcement authorities. Upon suspension or termination, your right to use the Resources we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## Governing Law

This website is controlled by Omadi from our offices located in the state of Utah, USA. It can be accessed by most countries around the world. As each country has laws that may differ from those of Utah, by accessing our website, you agree that the statutes and laws of Utah, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this website and the purchase of any products or services through this site. Furthermore, any action to enforce the TOS shall be brought in the federal or state courts located nearest to Salt Lake City, Utah, USA. You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

## Miscellaneous



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You accept that Omadi has the right to change the content or technical specifications of any aspect of the Service at any time in Omadi's sole discretion. You further accept that such changes may result in your being unable to access the Service during such site updates and/or maintenance. The failure of Omadi to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.

The section titles in the TOS are used solely for the convenience of you and Omadi and have no legal or contractual significance.

If any provision of the TOS is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the TOS will remain in force.

The TOS and any other terms and conditions of service on this site, and its successor, constitute the entire agreement between you and Omadi and govern your use of the Service.

## Contact Information

If you have any questions or comments about these our Terms of Service as outlined above, you can contact us at:

**Omadi, Inc.**  
**3451 Triumph Blvd STE 650**  
**Lehi, UT 84043**  
**USA**

or

**[terms@omadi.com](mailto:terms@omadi.com)**