

If you have any questions, comments, or requests related to these Terms, please contact us at:

**Email: [Omegallfeedback@gmail.com](mailto:Omegallfeedback@gmail.com)**

We will review and respond within a reasonable period, in accordance with applicable laws.

Welcome to **Omegall** (the “Platform”, “we”, “us”, or “our”). These Terms of Service (these “Terms”) govern your access to and use of our iOS mobile application, website, APIs, and other online services (collectively, the “Services”).

By accessing or using the Services, you agree to be bound by these Terms, as well as our **Privacy Policy** and any other policies or guidelines we make available through the Services (collectively, the “Policies”). If you do not agree to these Terms, you may not use the Services.

If you are using the Services on behalf of a company or organization, you represent and warrant that you have the authority to bind that entity to these Terms, and “you” will refer to that entity.

# 1. Acceptance of Terms

## 1.1 Eligibility; Age Requirement (17+)

By accessing or using the Services, you represent and warrant that:

- You are at least **17 years of age**, or older if required by the laws in your jurisdiction; and
- You are capable of entering into a binding contract with us and are not barred from using the Services under any applicable laws.

Omegall is intended **only for users aged 17 and above**. If you are under 17, you may not use the Services.

## 1.2 Changes to These Terms

We may modify these Terms from time to time. When we do so, we will update the “Last updated” date at the top of this page and, where appropriate, provide additional notice (for example, in-app notification or email).

Unless otherwise specified, changes become effective when posted. If you do not agree with the revised Terms, you must stop using the Services. Your continued use of the Services after the revised Terms become effective constitutes your acceptance of them.

### **1.3 Incorporated Policies**

These Terms incorporate by reference the following, as updated from time to time:

- Privacy Policy
- Community Guidelines
- Copyright / IP Policy
- Any additional rules or guidelines we post through the Services

In the event of any conflict between these Terms and any other Policy, these Terms will govern to the extent of the conflict.

## **2. Our Services**

### **2.1 Overview**

Omegall is a social platform designed to help users connect, share content, interact with others, and participate in community activities and conversations around the themes and features offered within the app.

### **2.2 Availability and Support**

We strive to keep the Services available and functioning properly, but we do not guarantee that:

- The Services will always be available, uninterrupted, or error-free; or
- Any particular feature or content will continue to be available.

We may, at our discretion, add, modify, or remove features, temporarily or permanently, with or without notice.

Support may be provided via email, in-app feedback tools, or other channels we choose. We do not guarantee any particular response time or outcome for support requests.

## 2.3 Access Without Traditional Registration (“Quick Login”)

Omegall may provide **quick login** or lightweight login methods (such as guest access, one-tap login, or platform-based sign-in) instead of traditional email/password registration.

When you use such methods:

- A unique in-app identifier or profile may be created for you;
- You may set a nickname and profile information;
- You are responsible for any activity that occurs under your in-app identity or device, and for keeping your device secure.

## 3. User Identity and Security

### 3.1 In-App Identity

Even if we do not require a traditional account with email and password, you may still be identified within Omegall by:

- A system-generated user ID;
- A nickname or display name;
- Other profile information you choose to provide.

You agree that any information you provide (such as nickname or profile) will be accurate and not misleading or impersonating others.

### 3.2 Security and Responsibility

You are responsible for:

- Maintaining the security of your device and any login method you use to access the Services;
- All actions taken using your in-app identity, user ID, or device.

If you believe there has been unauthorized access to the Services through your device or identity, you must notify us promptly using the contact information below. We are not responsible for any loss or damage arising from your failure to safeguard your device or access credentials.

### 3.3 Multiple Identities

We may limit the number of in-app identities, quick login profiles, or similar access methods you can use. We reserve the right to refuse, merge, or terminate duplicate or suspicious identities at our discretion.

## 4. User Content and Conduct

### 4.1 User Content

“User Content” means all text, photos, videos, audio, and any other material or information that you upload, post, send, or otherwise make available through the Services.

You retain ownership of your User Content, subject to the rights you grant to us and others under these Terms.

### 4.2 License You Grant to Us

By submitting or sharing User Content through the Services, you grant us a **non-exclusive, worldwide, royalty-free, transferable, and sublicensable license** to:

- Use, host, store, reproduce, adapt, modify, translate, create derivative works (such as re-formatting or resizing), distribute, publicly display, and publicly perform your User Content,
- For the purposes of operating, providing, improving, and promoting the Services, and for related internal purposes (such as backups, security, analytics).

This license continues for as long as your User Content is protected by intellectual property rights, unless applicable law requires a shorter period or you request deletion in a manner we support and are not legally required to retain it.

### 4.3 Your Responsibility and Warranties

You are solely responsible for your User Content and for any consequences of sharing or publishing it.

You represent and warrant that:

- You own or have all necessary rights, licenses, and permissions to share the User Content and grant the above license;
- Your User Content does not and will not infringe or violate any third-party rights (including copyright, trademark, privacy, publicity, or other rights) or any applicable laws.

## 4.4 Prohibited Content

You agree that you will **not** post, upload, or share any User Content that:

- Is illegal, fraudulent, or encourages unlawful activity;
- Is defamatory, harassing, abusive, threatening, or invasive of another's privacy;
- Is pornographic or sexually explicit, or exploits minors;
- Promotes hatred, discrimination, self-harm, or violence against individuals or groups;
- Contains malware, viruses, or other harmful code;
- Intentionally misleads others, including through impersonation;
- Solicits sensitive personal information from others in violation of privacy or data protection laws;
- Violates these Terms, the Community Guidelines, or any other Policies.

We reserve the right (but are not obligated) to review, monitor, remove, or restrict access to any User Content at our sole discretion and without notice, including where we believe it violates these Terms or applicable law.

## 4.5 Community Guidelines

You must comply with our **Community Guidelines**, which outline expected behavior, including:

- Respectful interactions with other users;
- No harassment, hate speech, or bullying;
- No spam or fraudulent activities;
- No dissemination of disinformation or harmful content.

Violation of the Community Guidelines may lead to removal of content, restricted features, suspension, or termination of your access.

## 4.6 Reporting and Enforcement

If you believe content or behavior violates these Terms or our Policies, you may report it through any reporting tools provided in the app or by contacting us.

We may investigate and take appropriate action, which may include:

- Removing User Content;
- Restricting features;
- Temporarily or permanently suspending access.

We are not obligated to act on every report and will exercise reasonable discretion.

## **5. Privacy**

### **5.1 Privacy Policy**

Our **Privacy Policy** explains how we collect, use, store, and share your information when you use the Services. By using the Services, you agree that we may process your information as described in the Privacy Policy.

### **5.2 Public Nature of Content**

Depending on your settings and the features you use, some or all of your User Content may be visible to other users or the public. You understand and agree that:

- Once you share content publicly, others may view, use, copy, or share it;
- We cannot control how other users or third parties may use content that has been made public or previously shared.

You should not share any content or information that you do not want to be publicly accessible.

## **6. Paid Services and Subscriptions (If Applicable)**

### **6.1 Payments**

We may offer optional paid features or services (such as premium content, virtual items, or subscriptions). Pricing and specific terms will be shown to you at the time of purchase.

By making a purchase, you:

- Authorize us and/or the applicable platform (such as Apple's App Store) to charge your chosen payment method;
- Agree to any additional terms presented to you for that purchase.

Where purchases are made via the Apple App Store, the App Store's own terms and conditions may also apply, including regarding billing, subscriptions, and refunds.

## 6.2 Renewals and Cancellations

If you purchase a subscription:

- It may automatically renew at the end of each billing period unless you cancel before the renewal date;
- You can manage or cancel your subscription through your Apple ID account settings or as instructed within the app.

Changes to subscription pricing will be communicated in advance where required by law. If you do not agree to the new price, you must cancel before the new pricing takes effect.

## 6.3 Refunds

Unless otherwise specified:

- All payments are **non-refundable**;
- Where purchases are handled by the Apple App Store, any refund requests may need to be submitted directly to Apple and will be subject to Apple's policies.

We may, at our sole discretion and as permitted by platform rules and applicable law, provide partial or full refunds in certain cases, but we are under no obligation to do so.

## 6.4 Taxes

Prices may be shown exclusive of applicable taxes. Taxes may be added at checkout or included in the final price, depending on your location and platform rules.

# 7. Intellectual Property

## 7.1 Our Rights

We (and our licensors) own all legal rights, title, and interest in and to the Services, including but not limited to:

- Software, code, and technology;
- Text, graphics, logos, icons, and interface design;

- Trademarks, service marks, and brand features.

Except for the limited rights expressly granted to you in these Terms, all rights are reserved.

You may not copy, modify, distribute, sell, lease, or create derivative works based on the Services or any part thereof.

## **7.2 Your Rights in User Content**

You retain the rights in your User Content as described in Section 4. You may share your User Content within the Services, and in doing so you grant us the license described there.

## **7.3 Feedback**

If you provide comments, suggestions, or ideas about the Services (“Feedback”), you understand and agree that:

- We may use the Feedback for any purpose, without obligation or compensation to you;
- You grant us a perpetual, irrevocable, worldwide, royalty-free license to use and incorporate Feedback into the Services.

# **8. Copyright and IP Policy**

## **8.1 Copyright Compliance**

We respect intellectual property rights and expect users to do the same. We may remove or disable access to User Content that we reasonably believe infringes the rights of others.

## **8.2 Notices**

If you believe that User Content on the Services infringes your copyright or other IP rights, you may send us a notice including:

- Your contact details;
- Identification of the work claimed to be infringed;
- Identification of the allegedly infringing content and its location;
- A statement that you have a good-faith belief the use is not authorized;
- A statement that the information in the notice is accurate and that you are authorized to act;
- Your physical or electronic signature.

Notices may be sent to: **15397785770@163.com**

### **8.3 Repeat Infringers**

We may, in appropriate circumstances and at our discretion, suspend or terminate access for users who repeatedly infringe the rights of others.

## **9. Acceptable Use**

### **9.1 General Prohibitions**

You agree that you will **not** use the Services to:

- Violate any applicable law or regulation;
- Infringe or violate the rights of any person or entity;
- Interfere with or disrupt the operation of the Services, including by overloading, flooding, or attacking our networks;
- Use automated means (such as bots, scripts, scrapers) to access or interact with the Services, unless expressly permitted;
- Upload or transmit any viruses, malware, or other harmful code;
- Attempt to gain unauthorized access to any part of the Services, other accounts, or systems;
- Impersonate any person or entity, or falsely state or misrepresent your affiliation with a person or entity.

### **9.2 Commercial Use**

Unless we give you prior written permission, you may not use the Services for any commercial purpose, including:

- Advertising or promoting products or services;
- Selling access to the Services or User Content;
- Running contests, sweepstakes, or multi-level marketing.

## **10. Health, Wellness, and Other Content**

If Omegall includes content related to wellness, lifestyle, or similar topics:

### **10.1 No Medical or Professional Advice**

All content and interactions available through the Services are for **general information and entertainment purposes only**. They are **not** medical, psychological, legal, or professional advice.

You should consult qualified professionals for any questions or concerns about your health, safety, or other professional matters. Use of information obtained on or through the Services is at your own risk.

## 11. Disclaimers

To the maximum extent permitted by applicable law:

- The Services are provided on an **“AS IS” and “AS AVAILABLE”** basis;
- We do not warrant that the Services will be uninterrupted, secure, or error-free;
- We make no representations or warranties of any kind, express or implied, including fitness for a particular purpose, non-infringement, or accuracy.

Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

## 12. Limitation of Liability

To the maximum extent permitted by applicable law:

- We (and our officers, directors, employees, and agents) shall not be liable for any **indirect, incidental, consequential, special, or punitive damages**, or loss of profits, data, goodwill, or other intangible losses arising out of or relating to your use of (or inability to use) the Services.
- Our total aggregate liability for all claims relating to the Services will not exceed the greater of:
  - **USD \$100 (or equivalent)**, or
  - The total amount you paid us for the Services during the twelve (12) months prior to the event giving rise to the claim.

Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law.

## 13. Indemnification

You agree to defend, indemnify, and hold harmless **Omegall**, its officers, directors, employees, agents, and partners from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or related to:

- Your use of the Services;
- Your User Content;
- Your violation of these Terms or any applicable law;
- Your violation of any rights of another person or entity.

## **14. Termination and Suspension**

### **14.1 Our Rights**

We may, at any time and at our discretion, suspend or terminate your access to the Services (including your in-app identity and User Content) if we reasonably believe that:

- You have violated these Terms, any Policy, or applicable law;
- Your behavior creates risk or potential legal exposure for us or other users;
- We are required to do so by law or by a governmental or regulatory request.

### **14.2 Your Rights**

You may stop using the Services at any time. If the app offers a function to delete or reset your in-app identity or data, you may use that function. You may also contact us to request deletion of certain data as described in our Privacy Policy.

### **14.3 Effect of Termination**

Upon termination or suspension:

- Your right to access or use the Services will cease;
- We may remove or restrict access to your User Content, except where we are legally required or allowed to retain it;
- Certain sections of these Terms will survive termination, including but not limited to: Intellectual Property, Disclaimers, Limitation of Liability, Indemnification, and General Provisions.

## **15. Governing Law and Dispute Resolution**

## **15.1 Governing Law**

These Terms and any disputes arising out of or relating to them or the Services will be governed by the laws of the jurisdiction where we are legally established and operate (as may be indicated in our App Store listing or official documentation), without regard to conflict of law principles.

## **15.2 Dispute Resolution**

We encourage you to contact us first to seek an informal resolution of any dispute. If a dispute cannot be resolved informally, it may be submitted to a court of competent jurisdiction in that same jurisdiction, unless applicable laws provide otherwise.

Nothing in this section prevents either party from seeking interim or injunctive relief from a court to protect its rights.

## **16. Apple App Store Specific Terms**

If you access or download the app from the Apple App Store:

- You acknowledge that these Terms are between you and us, not with Apple.
- Apple is not responsible for the Services or for providing any support or maintenance.
- In the event the app fails to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price (if any). To the maximum extent permitted by law, Apple has no other warranty obligation with respect to the app.
- You agree to comply with any applicable third-party terms when using the app (for example, your wireless data service agreement).
- You acknowledge that Apple (and Apple's subsidiaries) are third-party beneficiaries of these Terms and may enforce these Terms against you as a third-party beneficiary.

## **17. General Provisions**

### **17.1 Entire Agreement**

These Terms, together with the Policies, constitute the entire agreement between you and us concerning the Services and supersede any prior agreements or understandings.

## **17.2 Severability**

If any provision of these Terms is held to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the remaining provisions will remain in full force and effect.

## **17.3 Waiver**

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights or provisions.

## **17.4 Assignment**

You may not assign or transfer these Terms or any rights or obligations under them without our prior written consent. We may assign or transfer these Terms, in whole or in part, without restriction, and without notice to you, to the extent permitted by law.

## **17.5 Notices**

We may provide notices to you by:

- Email, using the address you provide (if any);
- In-app messages or notifications; or
- Posting within the Services.

You agree that all such notices satisfy any legal requirement that communications be in writing.

## **17.6 No Third-Party Beneficiaries**

Except as expressly stated (for example, Apple under Section 16), no person or entity other than you and Omegall has any rights to enforce these Terms.

## **17.7 Export Compliance**

You agree to comply with all applicable export and import laws and regulations in your use of the Services.

## **18. Contact Us**

If you have any questions, comments, or requests related to these Terms, please contact us at:

**Email:** [Omegallfeedback@gmail.com](mailto:Omegallfeedback@gmail.com)

We will review and respond within a reasonable period, in accordance with applicable laws.