

TERMS AND CONDITIONS

Omegawave agrees to supply the Omegawave websites and services (hereinafter collectively, “the Services”) and Omegawave Hardware (consisting of the Omegawave sensor, ECG chest strap, DC measurement cable, USB charging cable, electrodes or as described in the Services; hereinafter “Hardware”) to be used with the Omegawave Mobile Applications (hereinafter “Mobile App”) for the customer (hereinafter “the Customer”). The Customer can place any order via the Omegawave e-commerce website in accordance with these Terms and Conditions (hereinafter “Terms”).

The use of Omegawave Services and Mobile App requires you to accept the Terms as in detail below. These are in accordance to the Omegawave Privacy Policy (hereinafter “Privacy Policy”). We recommend you to read both, Terms and [Privacy Policy](#), carefully.

In order to use the Omegawave Services, Mobile App, you have to create an Omegawave account. You need to agree on these Terms and give your consent to the collection and use of your Personal Data as set out in our [Privacy Policy](#).

Our Terms and Conditions have been updated in accordance to the EU General Data Protection Regulation (GDPR) law which came into effect on May 25, 2018.

BY ACCESSING, USING, UPLOADING OR DOWNLOADING ANY INFORMATION TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING “SUBSCRIBE” OR ANY SIMILAR MECHANISM, YOU ARE AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO THE TERMS, DO NOT ACCESS OR USE THE SERVICES.

In case of questions, comments or for more details, please contact us via email at support@omegawave.com.

1 OMEGAWAVE

Omegawave Oy (Finnish Business ID 2454485-4) is a Finnish company specialising in sports technology solutions, with its offices located at Tekniikantie 14, FI-02150 Espoo, Finland. If you are an EU citizen, Omegawave Oy is the data controller for your Personal Data (data subject). You can contact us by email at support@omegawave.com.

2 PLACING AN ORDER AND ORDER CONFIRMATION

2.1 In order to place the order the Customer needs to provide Omegawave Customer’s real name, address, e-mail address, payment details and other required information.

2.2 The Customer warrants that the Customer is 18 years old and holds a valid payment method (such as a credit card).

2.3 The order is made by selecting the products in the Omegawave e-commerce website, providing the required information and accepting these Terms by ticking the respective check box.

2.4 The Customer agrees that the order is an offer to license the Services and buy the Hardware, as listed in the order, under these Terms. The order shall not be valid until it is accepted by Omegawave. Omegawave reserves the right to decline any orders as it sees fit in order to prevent any abnormal orders or orders not placed in good faith.

2.5 After having received the offer and the payment thereof, Omegawave shall send the Customer an order confirmation, with details to the Hardware and Services ordered, via email.

USE OF SERVICES

3 LICENSE TO USE THE SERVICES

3.1 Omegawave agrees to:

3.1.1 Provide the Customer the Services and the Mobile App in accordance with these Terms; and

3.1.2 grant to the Customer a non-exclusive and non-transferable license to use the Services and the Mobile App initially for the fixed period agreed at the time of placing the order with an option to continue the usage of the Services and the Mobile App thereafter upon these Terms.

3.2 The license code required for activation of the functionality of the Mobile App will be provided in conjunction with the purchase of the Services and Hardware.

3.3 In relation to the Services and the Mobile App the copyright, design right or other intellectual property rights in which are owned by Omegawave:

3.3.1 Nothing contained in these Terms shall be construed as an assignment or transfer of any copyright, design right or other intellectual property rights in the Services or the Mobile App, all of which rights are reserved by Omegawave;

3.3.2 Except as expressly permitted by these Terms and save to the extent and in the circumstances expressly required to be permitted by law, the Customer shall not rent, lease, sub-license, loan, copy, modify, adapt, merge, translate, reverse engineer, decompile, disassemble or create derivative works based on the whole or any part of Services or Mobile App or use, reproduce or deal in the Services or Mobile App or any part thereof in any way, or interface the Services with any other software;

3.4 The license shall terminate:

3.4.1 at the end of the initial fixed period automatically unless the Customer wishes to continue using the Services, in which case the Customer shall be provided with instructions on how to extend the license term; and

3.4.2 immediately if the Customer fails to abide by these Terms.

4 LICENCE FEES AND PAYMENT

4.1 The initial license fee for the Services and the Mobile App is for a fixed term subscription of the period agreed at the time of placing the order, payable simultaneously with the placing of the order for the Services. Should the Customer want to continue using the Services and the Mobile App after this initial term, payment of a renewal license fee must be made according to the instructions provided by Omegawave.

4.2 The Customer shall make required payments using one of the payment options provided to the Customer.

4.3 License fee includes VAT and other applicable taxes.

HARDWARE – TERMS OF SALE

5 PRICE AND PAYMENT

5.1 The Customer shall make the payment using one of the payment options provided to the Customer when placing the order. The payment shall be charged when placing the order.

5.2 The legal ownership of any Hardware provided by Omegawave shall pass to the Customer on payment in full and in cleared funds of the price and any other sums which may then be due.

5.3 The price charged for the Hardware shall be the price in effect at the time of the order and will be verified in the order confirmation.

5.4 Prices for the Hardware include VAT and other applicable taxes, but do not include the charges for postage and packing which must be paid at the same time.

5.5 Postage, packing and related VAT and other taxes are shown when placing the order and in the order confirmation.

5.6 When ordering overseas the Customer may be subject to import duties and taxes. The Customer shall bear any additional charges for custom clearance.

6 DELIVERY OF THE HARDWARE

6.1 Omegawave aims to ship the Hardware within a week from the order confirmation. Delivery times may vary depending on the delivery service used, Customer's location and other reasons not attributable to Omegawave. Therefore, any delivery dates shall be non-binding best estimates.

6.2 Risk in the Hardware shall pass to the Customer on delivery of the Hardware to the Customer.

7. SALES TERRITORIES

Omegawave may limit the availability of products and services on a regional basis due to reasons including, but not limited to, availability of approvals and certifications, legislation and availability of payment or delivery methods.

8. RETURN POLICY

The Customer may return all new, unused and unchanged Hardware, still in their original unopened packaging, within 14 days of delivery, or such other period prescribed by applicable local legislation in country in which the Customer is resident, for a full refund. Omegawave shall only refund the return delivery costs on condition that the return is due to a warranty claim by the Customer under clause 10 below and the least expensive shipping method is used. Omegawave shall refund the price using the same method the Customer has used when placing the order. If the Hardware is not returned fully by the Customer or the Hardware is not new, unused and unchanged, Omegawave has the right to only partially refund based on the returned Hardware condition.

OTHER

9. SUPPORT SERVICES

Unless otherwise agreed in writing, Omegawave shall provide its standard support services to the Customer which shall be online support and e-mail in line with Omegawave's Support Policy that may be amended from time to time.

10. WARRANTIES

10.1 Omegawave warrants to the Customer that:

10.1.1 the Services, the Mobile App and the Hardware will be free from substantial defects in materials, workmanship and installation; and

10.1.2 it has title to the Services and Mobile App delivered to the Customer and/or has the right to provide them to the Customer; and

10.1.3 the Services and the Mobile App will be compatible with the Customer's mobile device provided that such device has been listed by Omegawave on its website as at the date of purchase as a mobile device which supports the Services.

10.2 in respect of the Hardware, the warranties set out in clause 10(1)(c) above shall remain in force for a period of 365 days from the date of delivery to Customer.

10.3 in respect of the other elements of the Services, the warranties set out in clause 10(1)(a) above shall remain in force for a period of 90 days from the date of delivery to Customer.

10.4 Omegawave shall have no liability or obligations under said warranties other than to repair or replace any item of Hardware provided by Omegawave. Further, Omegawave will not be liable for any defects in or damage caused by:

10.4.1 use of the Services, Hardware or Mobile App which is not in accordance with the instructions of Omegawave;

10.4.2 maintenance or alteration of the Hardware by a third party other than Omegawave unless the third party is authorized by Omegawave;

10.5 Omegawave specifically does not warrant that:

10.5.1 the Services are fit for any particular purpose and use of the Services may result in any improved performance on the Customer's part;

10.5.2 the Services have been developed specifically for the Customer or to the Customer's specific requirements or specifications;

10.5.3 the Services will produce accurate results or any specific information;

10.5.4 the Services are used as basis for medical diagnosis or purposes. The Services should not be used as a basis for medical diagnosis. Customer acknowledges that the Services are a reporting and analytical tool only and Omegawave will not be responsible for any training decision made by the Customer including the consequences of any training decision such as injury to the Customer which shall be the sole decision and responsibility of the Customer.

10.6 the express terms of these Terms are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by applicable law.

11 PRIVACY AND DATA PROTECTION

Omegawave may collect, store and process personal data of the Customer. The terms on which Omegawave uses personal data are set out fully in Omegawave Privacy Policy which can be found at: <http://www.omegawave.com/privacy-policy>. Omegawave Privacy Policy forms an integral part of these Terms.

12 LIABILITY

12.1 Except in respect of any liability which cannot be limited or excluded by mandatory applicable law, Omegawave's liability to the Customer under these Terms in respect of each event or series of connected events shall not exceed the price of the Hardware and license fee for one year of use.

12.2 Notwithstanding anything else contained in these Terms, Omegawave shall not be liable to Customer for any special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever caused.

12.3 Omegawave shall not be liable to the Customer or to any third party for any decisions regarding training or performance based on data provided to the Customer or such third party as a result of the use of the Services, the Hardware or the Mobile App.

13. EXPORT CONTROL

The Customer agrees to comply with all laws, regulations and orders of the United States and the European Union applicable to the export, re-export, transfer or resale of Hardware, Mobile App and Services ("Export Laws"). The Customer agrees not to export any product to any country in contravention of any Export Law; and not to export any product to any country for which an export license or other governmental approval is required, without first obtaining all necessary licenses and approvals. The Customer warrants that the Customer is not subject to the laws of any country to which export of the Hardware, Mobile App or Services is prohibited by any Export Law.

14. CHANGES TO THESE TERMS AND CONDITIONS

These Terms may be amended by Omegawave from time to time without prior notice to the Customer. Omegawave shall notify the Customer of such change or modification by posting an updated version of these Terms to the Services. The Customer is responsible for regularly reviewing these Terms. Continued use of the Services constitutes Customer's consent to such changes.

15. ASSIGNMENT

Save as expressly provided in these Terms, the Customer shall not assign nor otherwise transfer this Agreement or any of its rights and/or obligations hereunder whether in whole or in part without the prior written consent of Omegawave. Omegawave may transfer and/or assign its rights and/or obligation on seven (7) days written notice to the Customer.

16. GOVERNING LAW AND DISPUTES

These Terms shall be governed by and construed in accordance with the laws of Finland. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be resolved by District Court of Helsinki, Finland.

Updated and valid as per February 14, 2019.