

Terms of Use and Services

Oamo is a decentralized data broker that empowers internet users to own and monetize the value of their data. These Terms of Use and Services govern your use of the Oamo app (including features, services, websites, and technologies) and other related products or solutions offered by Oamo (collectively the “**Oamo app**”). By using the Oamo app, you agree to these Terms of Use and Services.

Our commitments to you

Take control of your data and unlock its true value with Oamo, by sharing your data anonymously, earning rewards, and receiving personalized offers from companies you trust.

Our solution allows you to create your decentralized identity, monetize your data anonymously and receive personalized offers. You can connect your wallets and social profiles to complete your Oamo decentralized identity, owned and encrypted by you, allowing you to share subsets of your data anonymously with businesses you trust to earn rewards through Oamo's data pools and receive promotions and offers that match your interests, directly via Oamo's app.

With Oamo, you can rest assured that only you control your data. We believe that your data should always be yours to own, control, and benefit from. We are on a mission to empower you as the sole owner of your data and to help you unlock its true value.

We don't charge you to use the Oamo app. Instead, businesses and organizations pay us to help them better understand their target audience's behavior by gaining valuable insights into their on-chain and off-chain behavior, based on a set of criteria they determine and that match your interests, to give you rewards and tailor promotions and offers to you.

We may collect personal information in accordance with our [Privacy policy](#). By using the Oamo app, you consent to Oamo's Privacy policy. We never share or sell information that directly identifies you. We only share deidentified aggregated information with your consent and in accordance with our Privacy policy.

By using the Oamo app, you give us permission to use your data in accordance with these Terms of Use and Services and our Privacy policy, as amended from time to time.

Your commitments as a user

As a user, you must create one account, your own Oamo profile, and use it for personal purposes only. You must not share your login credentials or password, give access to your Oamo profile to others, or transfer your Oamo profile to anyone else. If you believe your account has been compromised, please contact us.

You may provide information about yourself, at your sole discretion, but this information must be accurate. You may connect your wallet or social profiles of your choice, but only

yours and never those of others. You are responsible for the information you provide, including its extent and completeness, where information is provided to generate credentials which determine your eligibility to Oamo's data pools. You must not provide information about anyone other than yourself.

If you are under 14 years of age, you must obtain consent of a parent or guardian before using our app.

While using the Oamo app, you must respect these Terms of Use and Services, at all times. Any violation of these Terms of Use and Services may result in us temporarily or permanently disabling or deleting your Oamo profile or account, in our sole discretion.

You must not attempt to create a new Oamo profile if we've disabled or deleted your Oamo profile for violating our Terms of Use and Services or other terms and policies that apply to your use of the Oamo app.

You must not do anything that is unlawful, misleading, discriminatory, or fraudulent (or assist someone else in doing so), nor infringe or violate someone else's rights, while using the Oamo app.

You may not upload viruses or malicious code, or do anything else that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of the Oamo app. You may not access or collect data or attempt to access data you do not have permission to access or collect. You may not extract source code, create derivative works of, decompile or reverse engineer the Oamo app.

If you do not agree with these Terms of Use and Services, you must not use the Oamo app.

Eligibility to a data pool

Your eligibility to an Oamo data pool is based solely on the credentials that have been generated and pegged to your Oamo profile and match the data pool criteria. These credentials are generated automatically based exclusively on the automated processing of the information you share through the wallet and social profiles you have decided to connect, and the related on-chain and off-chain behavior and activities.

If you do not wish to connect certain wallets or social profiles, in your sole discretion, you may not receive the related credentials, which may affect your eligibility to related Oamo data pools.

Once you have connected the wallets and social profiles of your choice, the related credentials will be generated automatically and pegged to your Oamo profile. Those credentials determine your eligibility to Oamo data pools, according to each data pool's criteria, and allow you to opt-in to eligible data pools run by companies you are interested in, in order to gain rewards and receive personalized offers from them.

You are responsible for updating and reconnecting any wallet or social profiles you connect to your Oamo profile in order to receive updated credentials that reflect your new or more recent on-chain and off-chain behaviour and activities.

Our technology is state-of-the-art, and our systems and algorithms are highly accurate, so if you believe that you have not received a credential that you are entitled to, please make sure all your pertinent wallets and social profiles are correctly connected to your Oamo profile and that the information available on your wallets and social profiles is accurate and accessible. After such verifications, if you still believe you are missing a credential and wish to file a complaint, you may submit your observations by email to privacy@oamo.io.

Sharing your data points

By participating in an eligible data pool, you consent to temporarily decrypt access to your credentials in order to allow Oamo to aggregate those credentials with the credentials of the other participants of the data pool. You also consent to Oamo selling that deidentified aggregated information to the companies that you are interested in or that you would like to be targeted by. We never share the credentials of one specific user with third parties, nor do we ever share directly identifiable personal information about any individual.

Once your credentials have been shared in a data pool, you will receive the reward announced on the participation screen of said data pool, directly in the reward wallet connected to your Oamo profile, via a smart contract that will be automatically executed upon participation to the data pool. You may also receive personalized offers from the companies running the data pools you participate in. Oamo assumes no responsibility for the execution of the smart contract or the transfer of rewards to any user.

After one year of inactivity on your Oamo profile, we reserve the right to disable your Oamo profile and permanently encrypt its contents.

Receiving personalized offers

When you are eligible and choose to participate in an Oamo data pool, you consent to the companies that run those data pools to send you personalized offers via your Oamo inbox, including discounts, giveaways, surveys and product news. Oamo has no control and is in no way responsible for the offers you receive or don't receive from third parties.

You will only be targeted by the companies that you have chosen to share deidentified aggregated data points with by participating in their data pools.

Decentralized network

The Oamo app is run, and your data is stored on, decentralized networks meaning we cannot erase or destroy your data in any other manner than through encryption. You may connect or disconnect your wallet and social profiles at any time, at your discretion, and encrypt the data you wish to encrypt.

You are responsible for disconnecting any wallet or social profiles you connected to your Oamo profile if you do not wish to share that information anymore.

If you delete your Oamo profile or account, you will not be able to create a new account with your previously used wallets and social profiles.

Ownership and Intellectual Property Rights

The Oamo app is the exclusive property of Oamo inc.

Oamo owns and reserves all right, title, interest, and proprietary rights in the Oamo app (for clarity, including features, services, websites, and technologies) and other related products or solutions offered by Oamo, including, but not limited to, patents, trademarks, service marks, copyrights, trade secrets, and other intellectual property rights. All rights not expressly granted hereunder are reserved to Oamo.

You will retain ownership of the material, content, data, and information that you provide to Oamo.

Feedback

You assign all rights, title and interest in any feedback you provide to Oamo. You agree to grant Oamo a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such feedback without restriction, including to enhance or improve the Oamo app.

Links to other websites

The Oamo app may contain links to third-party web sites or services that are not owned or controlled by Oamo. Oamo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

NO WARRANTIES

THE OAMO APP (AND OTHER RELATED PRODUCTS OR SOLUTIONS OFFERED BY OAMO) ARE PROVIDED ON AN "AS-IS" BASIS AND OAMO HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES TO YOU, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR RESULTS TO BE DERIVED FROM THE USE OF THE OAMO APP. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER OAMO NOR ANY OF ITS THIRD-PARTY SUPPLIERS OR SERVICE PROVIDERS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPREHENSIVENESS OR COMPLETENESS OF THE OAMO APP NOR THAT THEY WILL BE UNINTERRUPTED, EXCEPT WHERE OTHERWISE PROHIBITED OR LIMITED BY LAW.

LIMITATION OF LIABILITIES

IN NO EVENT WILL OAMO BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" ARISING OUT OF OR RELATING TO THESE TERMS OF USE AND SERVICES OR THE OAMO APP, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF ANY MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, OR ANTICIPATORY PROFITS, REGARDLESS OF WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE.

Notwithstanding any damages that you might incur, the entire liability of Oamo inc. and any of its suppliers under any provision of these Terms of Use and Services, and your exclusive remedy for the foregoing shall be limited to the amount actually paid by you for the Oamo app.

Indemnification

You agree to indemnify, defend, and hold harmless Oamo, its directors, officers, employees, independent contractors, and agents against any claim, demand, loss, liability, damage, injury cost, or expense (including attorneys' fees and legal costs) which arises, directly or indirectly, out of your violation of these Terms of Use and Services or your use of the Oamo app (and other related products or solutions offered by Oamo).

Governing Law

These Terms of Use and Services and the use of the Oamo app are governed by the laws of the province of Quebec and applicable federal laws of Canada. You consent and submit to the exclusive jurisdiction of the courts located in the district of Montreal, Quebec, Canada.

General

Any violation of these Terms of Use and Services could result in us disabling your Oamo profile and/or account, at our sole discretion.

These Terms of Use and Services make up the entire agreement between you (the user) and Oamo inc. regarding the use of our app, solutions, services and products and supersede any prior agreement.

We may update our Terms of Use and Services from time to time to accurately reflect our solutions, services and practices and/or to comply with applicable law. Once the updated Terms of Use and Services are in effect, you will be bound by them if you continue to use the Oamo app and other related products or solutions offered by Oamo. If you do not agree with the updated Terms of Use and Services, you must stop using the Oamo app.

Last update: August 2023.