

## **Terms of Service**

### **Version effective as of 21.01.2025**

**Disclaimer:** We are still in the process of defining the ideal structure of our Terms of Service and their provisions. If you, as a customer or partner, have any concerns regarding a section of these Terms that prevent you from working with us, please do not hesitate to contact us to clarify if Neomir GmbH can address this.

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### **1. Introduction**

These Terms of Service ("Terms" or "Terms of Service") apply to your use of our web application for data quality management ("Web Application") and this website (neomir.com ("Website")), as well as to our customers and partners. The Terms constitute a legally binding agreement between you, the user, partner, customer, or any person on behalf of an entity ("you" or "user") and Neomir GmbH, Schlossberg 3c, 6343 Risch, Switzerland (hereinafter "Neomir," "we," "our," or "us"), regarding the use of our Web Application, Website, or related services. The term "service" encompasses all services that Neomir provides.

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### **2. Acceptance of the Terms of Service**

By accessing the Neomir website or Web Application (except for the first time to read the Terms) and/or using any of our services and/or partnering with us in any way, you agree that you have read, understood, and comply with these Terms, which may change over time without notice. Notice will be provided to our active customers and/or partners. Please read the following Terms of Service carefully before using the Website, Web Application, or our services. You must not use this Website, Web Application, or our services or partner with us if you have any objections to any of the Terms.

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### **3. Modifications**

We reserve the right to change the Terms at any time by removing, adding, or modifying provisions. The Terms of Service accessible through the Website are always the most recent ones. It is your responsibility to check if the Terms of Service have changed over time. If you continue using our Web Application, Website, or services after changes to the Terms, you agree to the updated Terms of Service. The date of the last change can be found at the beginning of these Terms of Service.

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### **4. Service**

Neomir provides a web application for data quality management, assurance, and analysis. Neomir also operates as a consulting company in various IT areas related to data quality.

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### **5. Prohibited Activities**

The following list of prohibited activities applies when using our Web Application, Website, or partnership with us. If you are unsure whether an action is appropriate, you must contact us before proceeding:

- Using our services for purposes that violate laws, intellectual property rights, or these Terms.
  - Accessing or copying Neomir code that is not public or is protected under copyright.
  - Using our services to facilitate illegal services or products.
  - Uploading data containing images, texts, videos, or other depictions of:
    - Violence
    - Sexual acts
    - Nudity
    - Other sensitive topics. For unclear cases, contact Neomir to clarify appropriateness.
  - Providing data or engaging in actions causing copyright infringement, patent, trademark, or trade secret violations.
  - Using our servers and services in ways that harm Neomir or its partners and customers.
  - Using automated software or scraping techniques to extract data from our servers.
  - Attempting or performing reverse engineering or disassembly of our Web Application, services, or server backend.
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## **6. Website and Web Application Content**

"Content" includes items you see, read, hear, download, or access on the Website or Web Application, including but not limited to messages, texts, files, data, software, images, and other material.

The Website and Web Application are designed to provide general information about Neomir's services and operations. Any forward-looking statements are based on current expectations and are not guarantees of future outcomes. Users should not rely on such statements.

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## **7. Intellectual Property**

All content and intellectual property rights on the Website and Web Application, unless otherwise stated, are the exclusive property of Neomir. Third-party content on the platform is used with permission.

When you use our services, you grant Neomir and our necessary partners a non-exclusive, royalty-free right to process your data for service delivery. It is your responsibility to ensure you have the rights to grant us these permissions.

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## **8. Limitations of Liability**

You use the Web Application, Website, and services at your own risk. Neomir is not responsible for:

- Any damage caused by viruses or software affecting your system.
  - Errors, inaccuracies, or omissions in the content.
  - Interruptions caused by maintenance or events beyond our control.
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## **9. Web Application Access and Use**

You may use the Web Application to manage your data quality needs in accordance with the Terms. Unauthorized reproduction, redistribution, or modification of content is prohibited.

Users must not:

- Use the Web Application for unlawful or malicious purposes.
  - Introduce malware or engage in unauthorized data collection.
  - Reverse-engineer or disassemble the Web Application.
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## **10. Data Liability**

Data provided by you to Neomir is your responsibility. Neomir reserves the right to delete inappropriate data from its servers without prior notice.

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## **11. Data Quality**

Customers must ensure all submitted data complies with these Terms. Neomir inspects random data points to identify inappropriate or malicious content. Non-compliance may result in suspension of services.

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## **12. Indemnification**

You agree to indemnify Neomir against any losses, damages, or expenses resulting from your use of our services, including claims related to intellectual property violations.

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## **13. Termination**

Neomir may terminate your access to the Web Application, Website, or services at its discretion if you violate these Terms.

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## **14. Damage Disclaimer**

Our services are provided "as is." Neomir does not guarantee outcomes and is not liable for revenue, engagement, or anticipated benefits resulting from our services.

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## **15. Service Disclaimer**

Service interruptions due to maintenance or uncontrollable events (e.g., power outages, network attacks) are not the responsibility of Neomir. Data transmission over the Internet carries inherent risks, for which Neomir is not liable.

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## **16. Governing Law**

These Terms are governed by the laws of the Canton of Zug, Switzerland. Disputes will be resolved in Zug courts.

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## **17. Severability**

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions remain in effect.

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## **18. Conditions**

- Suggestions for improvement shared with Neomir are voluntary and may be used without compensation.
  - Neomir does not guarantee service performance during force majeure events.
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## **19. Contact Details**

For questions, contact us at: [info@neomir.com](mailto:info@neomir.com)