# **Terms and Conditions of Use**

Last updated: 25 September, 2025

These Services are currently operated by the founder team of V1, pending incorporation of V1 Technologies OÜ in Estonia. Upon incorporation, all rights and obligations under these Terms will automatically transfer to V1 Technologies OÜ."

These Terms and Conditions ("Terms") govern your access to and use of the V1 platform and related services (collectively, the "Services"), operated by **V1 Technologies OÜ** ("V1," "we," "our," "us"). By accessing or using the Services, you agree to be bound by these Terms.

If you are entering into these Terms on behalf of an organization, you represent and warrant that you have the authority to bind that organization.

### 1. Definitions

- "Organization" means a company, university, employer, or other entity that enters into an agreement with V1 for provision of the Services.
- "User" means an individual who accesses the Services, either directly or through an Organization.
- "Content" means all programs, materials, Al conversations, prompts, and related information provided by V1.
- "Account" means the unique registration and access credentials created for use of the Services.

## 2. Scope of Services

- 2.1 V1 provides guided wellbeing and retention programs, Al-driven conversational support, and structured sessions.
- 2.2 The Services are provided digitally through the V1 platform and may be customized for Organizations.
- 2.3 V1 may offer integrations, workshops, or additional services, subject to separate agreement.
- 2.4 V1 is not a clinical or medical service and must not be relied upon for diagnosis, treatment, or prevention of medical conditions.

## 3. Eligibility and Use of Services

- 3.1 Users must be at least 16 years of age (or the age of digital consent under applicable law).
- 3.2 Organizations must ensure that all Users accessing the Services under their license comply with these Terms.
- 3.3 Accounts may not be shared or transferred. Each User must maintain the confidentiality of their login credentials.
- 3.4 V1 reserves the right to refuse, suspend, or terminate access where fraudulent, abusive, or illegal use is suspected.

## 4. Subscriptions and Payment

- 4.1 Services are provided on a subscription basis. Organizations may select monthly, annual, or promotional packages.
- 4.2 Subscription fees are payable in advance and non-refundable, except where required by law.
- 4.3 Payment terms (including invoicing, due dates, and accepted payment methods) will be specified at the time of order.
- 4.4 V1 may offer free trials or promotional discounts at its discretion.
- 4.5 If subscription fees are not paid when due, V1 may suspend or terminate access.

## 5. Data Protection and Privacy

- 5.1 V1 complies with the EU General Data Protection Regulation (GDPR) and the EU Al Act.
- 5.2 Categories of data collected may include:
  - Contact details (such as email, if provided)
  - Usage logs, engagement data, and interaction history
  - Anonymous, aggregated data about emotional trends and program outcomes
- 5.3 Where possible, data will be anonymized. Identifiable personal data will only be collected with explicit consent.
- 5.4 Users have rights to access, rectify, or delete their personal data in accordance with GDPR.
- 5.5 The full details of data handling are contained in the V1 **Privacy Policy**, which forms part of these Terms.

## 6. Intellectual Property Rights

- 6.1 All intellectual property in the Services, including programs, prompts, Al agents, branding, and platform features, is owned exclusively by V1.
- 6.2 Nothing in these Terms transfers ownership of intellectual property rights to Users or Organizations.
- 6.3 Users may not copy, reproduce, distribute, modify, or create derivative works of any Content without written consent from V1.
- 6.4 Export of chat logs or program content is not permitted.

## 7. Acceptable Use

#### 7.1 Users agree not to:

- Engage in unlawful or harmful activity through the Services
- Attempt to gain unauthorized access to the platform or related systems
- Interfere with or disrupt the integrity or performance of the Services
- Use the Services to develop competing products
  7.2 V1 reserves the right to monitor use of the Services for compliance with these Terms.

## 8. Third-Party Services

- 8.1 The Services may include integrations with third-party platforms (such as video conferencing, organizational tools, or authentication systems).
- 8.2 V1 does not warrant the performance, security, or availability of third-party services.
- 8.3 Users' interactions with third-party services are solely between the User and the provider.

### 9. Health Disclaimer

- 9.1 The Services provide general wellbeing and engagement support only.
- 9.2 The Services are not medical devices and do not constitute professional therapy, psychiatric treatment, or medical advice.
- 9.3 Users experiencing mental health challenges should seek help from licensed medical professionals.

### 10. Limitation of Liability

- 10.1 To the fullest extent permitted by law, V1 disclaims liability for indirect, incidental, or consequential damages.
- 10.2 V1's total liability in any 12-month period shall not exceed the total fees paid by the Organization during that period.

10.3 Nothing in these Terms limits liability for death, personal injury, or fraudulent misrepresentation.

### 11. Term and Termination

- 11.1 These Terms remain in force while you use the Services.
- 11.2 Subscriptions automatically renew unless cancelled in accordance with agreed terms.
- 11.3 V1 may terminate or suspend access immediately where:
  - There is a breach of these Terms
  - Fees remain unpaid
  - Illegal or abusive use is detected

11.4 Upon termination, access to the Services will cease, but obligations regarding intellectual property, liability, and confidentiality shall survive.

## 12. Governing Law and Jurisdiction

- 12.1 These Terms are governed by the laws of **Estonia** and applicable EU legislation.
- 12.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of **Tallinn**, **Estonia**.
- 12.3 Mediation may be attempted prior to litigation where mutually agreed.

## 13. Changes to Terms

- 13.1 V1 may modify these Terms from time to time.
- 13.2 The most recent version will be posted on the V1 website.
- 13.3 Continued use of the Services constitutes acceptance of the updated Terms.

### 14. Contact Information

For questions regarding these Terms, please contact:

V1 Technologies OÜ

hey@tryv1.com Registered Office Address - *pending* www.tryv1.com