

## Terms of Service

Thank you for using Onioooo.com. These Terms of Service ("Terms") govern the relationship between **Onioooo.com**, which is operated by **Group Imi / Le Groupe Imi** ("us", "we", "our") and the entity or person ("Customer", "You", "Your") using or accessing our services, applications, or platform through our website available at onioooo.com (the "Site"), through any of our Discord servers, or by any other means (together, the "Services").

These Terms form our contract with you, and set out our obligations as a service provider and your obligations as a customer. You cannot use our Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: [melody@onioooo.com](mailto:melody@onioooo.com)

*These Terms were last updated on September 25th 2024.*

## OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our privacy policy (on our website) which sets out how we will handle your personal information;
- clause 1.3 (Variations) which sets out how we may amend these Terms;

- clause 4 (Purchasing Mochis), which provides important information about your purchase of **mochis**, including the non-refundable nature of **mochi** purchases and the forfeiture of any remaining balance upon account cancellation.
- clause 7 (Disclaimers regarding AI generated content and large language models) which sets out our disclaimers and things you should be aware of when using our Platform and Services.
- clause 12 (Liability) which sets out exclusions and limitations to our liability under these Terms.

We may receive a benefit (which may include a referral fee or a commission) should you visit certain third-party websites through a link on our Platform, or for featuring certain goods or services on our Platform.

**These Terms do not intend to limit your rights and remedies at law, including any of your Consumer Law Rights.**

## **1. Engagement and Term**

1.1 These Terms apply from when you sign up for an Account, until the date on which your Account is terminated in accordance with these Terms. We grant you a right to use our Services for this period of time only.

1.2 If you are under 18 you must have your parent or legal guardian's permission to use the Services.

1.3 **Variations:** We may amend these Terms at any time by providing written notice to you. By clicking "I accept" or continuing to use our Platform after the notice or 30 days after notification (whichever date is earlier), you agree to the amended Terms. If you do not agree to the amendment, you may close your Account with effect from the date of the change in these Terms by providing written notice to us. If you cancel your Account:

(a) you will no longer be able to access our Services (including our Platform) from the date of cancellation; and

(b) any remaining balance of **mochis** will be forfeited and will not be eligible for a refund.

## 2. Our Services

2.1 We provide the following services to you:

(a) access to our Platform; and

(b) access to our troubleshooting support (**Support Services**),

(collectively, our **Services**).

2.2 If you require Support Services, you may request these by getting in touch with us through our Platform.

2.3 Where we require access to your premises or computer systems in order to provide our Services, you agree to provide us with such access free from risk to the safety of our employees and contractors.

2.4 We will not be responsible for any other services unless expressly set out on in these Terms or on our Platform.

2.5 **Additional Services:** If you require additional services, we may, in our sole discretion, provide such additional services (to be scoped and priced in a separate contract provided by us).

2.6 **Third Party Products or Services:** Where you engage third parties to operate alongside our Services (for example, any third-party software systems you wish to integrate with our Platform), those third parties are independent of us and you are responsible for (meaning we will not be liable for) the goods or services they provide, unless we expressly agree otherwise under clause 2.5.

## 3. Account

3.1 You must sign up for an Account in order to access and use our Services and Platform.

3.2 While you have an Account with us, you agree to:

(a) keep your information up-to-date (and ensure it remains true, accurate and complete);

(b) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen; and

(c) notify us if you become aware of, or have reason to suspect, any unauthorized access to your Account or any logins linked to your Account.

3.3 If you have not used your Account for an extended period of time (12 months or more of inactivity), we may close and permanently delete your Account. You acknowledge and agree that this means you will lose any Content you generated. We will notify you via the email address you provided when creating your Account prior to deleting your Account.

## 4. Purchasing Mochis

4.1 Once you have created your Account, you may purchase **mochis**, which serve as the currency for accessing features and services on our Platform. Details about the purchasing process, including pricing and available packages of **mochis**, will be outlined on our Platform.

4.2 All purchases of **mochis** are processed as one-time payments. Once purchased, **mochis** will be credited to your Account and can be used to access various services and features on the Platform.

4.3 The balance of **mochis** in your Account will be displayed, and you can monitor your usage at any time through your Account.

4.4 Payment for **mochis** can be made using the payment methods outlined on our Platform, including Stripe as our third-party payment processor. If you choose to pay using Stripe, you may need to accept their terms and conditions, which will be provided during the payment process on our Platform.

4.5 You must not pay, or attempt to pay, for **mochis** by fraudulent or unlawful means. If payment is made by debit or credit card, you must be the authorized cardholder. If payment is made by direct debit, by providing your bank account details and accepting these Terms, you authorize our nominated third-party payment processor to debit your bank account in accordance with your purchase of **mochis**, and you confirm that you are either the holder or an authorized signatory of that bank account.

4.6 Cancellation: Your purchase of **mochis** is final and non-refundable.

4.8 Late Payments: If any payments for **mochis** are not completed, we may restrict certain features or functionalities of your Account until the payment is resolved.

4.9 Taxes: You are responsible for paying any levies or taxes associated with your purchase of **mochis**, such as sales taxes, value-added taxes, or withholding taxes (unless we are required by law to collect these on your behalf).

## 5. Platform Licence

5.1 While you have an Account, we grant you a limited, non-exclusive, non-transferable right to use our Platform. This right may be suspended or revoked in accordance with these Terms. This license is not transferable to any other person and is subject to the conditions outlined on our Platform regarding the use of **mochis**.

5.2 You must not:

(a) access or use our Platform in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights and privacy rights), or gives rise to any civil or criminal liability;

(b) interfere with or interrupt the supply of our Platform, or any other person's access to or use of our Platform;

(c) introduce any viruses or other malicious software code into our Platform;

(d) use any unauthorized or modified version of our Platform, including but not limited to for the purpose of building similar or competitive software or for the purpose of obtaining unauthorized access to our Platform;

(e) attempt to access any data or log into any server or account that you are not expressly authorized to access;

(f) use our Platform in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login, or time-sharing;

(g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party; or

(h) access or use our Platform to transmit, publish or communicate material that is, defamatory, offensive, abusive, indecent, menacing, harassing or unwanted, including but not limited to:

i. using the Platform to transmit or publish any harassing, indecent, obscene, fraudulent, unlawful, or harmful material;

ii. using the Platform to send unauthorized advertising, spam, or solicitation or to harvest, collect, or gather user data without the user's express consent;

iii. generating content that includes impersonations of any real person or falsely portrays an individual in a misleading or defamatory way;

iv. generating content that includes depictions of sexual abuse, sexual violence, explicit pornography, or any form of non-consensual acts;

v. generating content that includes depictions of child nudity, child pornography, or any form of child exploitation;

vi. generating content that includes depictions of acts that involve non-consent, sexual or otherwise;

vii. generating content that includes depictions of animal cruelty or harm to animals, including acts of violence or torture;

viii. generating content that includes explicit depictions of gore or extreme violence;

ix. generating content that intentionally endangers or threatens the safety, security, or well-being of any individual or group, or

x. otherwise generating content that, in our sole discretion, is deemed unsuitable, obscene, offensive, or contrary to community standards and user expectations.

## **6. Availability, Disruption and Downtime**

6.1 While we strive to always make our Services available to you, we do not make any promises that these will be available 100% of the time. Our Services may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance.

6.2 Our Services (including our Platform) may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.

6.3 We will try to provide you with reasonable notice, where possible, of any disruptions to your access to our Services.

## **7. Disclaimer of Warranties**

7.1 OUR SERVICES ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF

DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF OUTPUTS FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON OUTPUT AS A SOLE SOURCE OF TRUTH OR FACTUAL INFORMATION, OR AS A SUBSTITUTE FOR PROFESSIONAL ADVICE.

## **8. Ownership of Inputs & Outputs**

8.1 You may be permitted to submit text, documents, images, videos or other inputs to our Service (**Inputs**) and receive output generated and returned by the Services based on the Inputs (**Outputs**). Inputs and Outputs are collectively referred to as **Content**.

8.2 You are responsible for all Inputs you submit to our Services. By submitting Inputs to our Service, you represent, warrant and agree that you have all rights, licenses and permissions necessary for us to use and process the Inputs and to generate Outputs. You retain ownership of any Inputs.

8.3 If you create any Content while using the Platform, ownership of all Intellectual Property Rights in such Content will vest in you upon creation. To the extent that ownership of such Intellectual Property Rights does not automatically vest in you, we hereby assign all such Intellectual Property Rights to you and agree to take all necessary actions to assure your title to such rights, subject to your compliance with these Terms.

8.4 You grant us a non-exclusive, irrevocable, royalty-free, worldwide, non-sublicensable (other than to our related corporate affiliates) and non-transferable right and license to use any Private Content solely for the purpose of fulfilling our obligations or exercising our rights under these Terms. We will not use, retain, analyze, or process your Inputs for any other purpose, including training AI models, developing new offerings, or for any commercial purpose, without your express written consent.



8.6 You grant us a non-exclusive, irrevocable, perpetual, royalty-free, worldwide and transferable right and licence to use, reproduce, modify, copy, process, adapt, publish, transmit, create derivative works of, publicly display and distribute any Public Content for providing, maintaining, promoting and improving the Services, including training AI models, developing new offerings, or for any commercial purpose.

8.7 When you create any Output while using the Platform, ownership of all Intellectual Property Rights in such Output will vest in you upon creation. To the extent that ownership of such Intellectual Property Rights does not automatically vest in you, you hereby assign all such Intellectual Property Rights to us and agree to take all necessary actions to ensure our title to such rights.

8.8 If you (if you are an individual) or any of your personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your personnel) consent to our use or infringement of those Moral Rights.

## **9. Ownership of Services, Platform and Data**

9.1 We own all intellectual property rights in our Services (including our Platform). This includes how our Platform looks and functions, as well as our copyrighted works, trademarks, inventions, designs and other intellectual property, including Our Materials. You agree not to copy or otherwise misuse our intellectual property without our written permission (for example, to reverse engineer or discover the source code of our intellectual property), and you must not alter or remove any confidentiality, copyright or other ownership notice placed on our Platform. Nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials.

9.2 Notwithstanding anything else in these Terms, we will own all Intellectual Property Rights in any developments, modifications, enhancements or improvements to the Platform or Our Materials (**Platform Developments**). To the extent that any Platform Developments do not automatically vest in us by operation of law, you hereby assign all Intellectual Property Rights in such Platform Developments to us and agree to do all other things necessary to assure our title in such rights.

9.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable, and non-transferable right and license to use our materials that we provide to you solely for your personal use and enjoyment of our Services, as

contemplated by these Terms. This license is granted for as long as you have an active account with us.

9.4 We may use any feedback or suggestions that you give us in any manner which we see fit (for example, to develop new features), and no benefit will be owed to you as a result of any use by us of your feedback or suggestions.

9.5 When you use our Services, we may create anonymised statistical data from your usage of our Services (for example, through aggregation). Once anonymised, we own that data and may use it for our own purposes, such as to provide and improve our Services, to develop new services or product offerings, to identify business trends, and for other uses we communicate to you. This may include making such anonymised data publicly available, provided it is not compiled using a sample size small enough to make your data or identity identifiable.

## **10. Confidential Information and Personal Information**

10.1 While using our Services, you may share confidential information with us, and you may become aware of confidential information about us. You agree not to use our confidential information, and to take reasonable steps to protect our confidential information from being disclosed without our permission, and we agree to do the same for your confidential information. This also means making sure that any Authorized Users, employees, contractors, professional advisors or agents of ours or yours only have access to confidential information on a 'need-to-know basis' (in other words, the disclosure is absolutely necessary), and that they also agree to not misuse or disclose such confidential information.

10.2 However, either you or we may share confidential information with legal or regulatory authorities if required by law to do so.

10.3 We collect, hold and disclose and use any Personal Information you provide to us in accordance with our privacy policy, available on our website, and applicable privacy laws.

10.4 You must only disclose Personal Information to us if you have the right to do so (such as having the individual's express consent).

10.5 We may need to disclose Personal Information to third parties, such as our related companies or our service providers (for example, IT and administrative service providers and our professional advisors).

10.6 Where we are required by law to report on our activities, you acknowledge that from time to time we may request certain information from you in order to meet our requirements, and you agree to provide us with such information within the timeframes reasonably requested by us.

## **11. Consumer Law Rights**

11.1 In some jurisdictions, you may have guarantees, rights or other remedies provided by law (**Consumer Law Rights**), and these Terms do not restrict your Consumer Law Rights. We will only be bound by your Consumer Law Rights and the express wording of these Terms.

11.2 If you accept these Terms in Quebec, nothing in these Terms should be interpreted to exclude, restrict or modify the application of, or any rights or remedies you may have under, the Consumer Protection Act of Quebec. If our Platform is not ordinarily used for personal, household, or domestic use, our liability for a breach of your consumer rights under this Act is limited to either resupplying our Services, or paying the cost of having our Services resupplied.

## **12. Liability**

12.1 NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR ONE HUNDRED DOLLARS (\$100). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

12.2 Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

12.3 GROUP IMI'S AFFILIATES, SUPPLIERS, LICENSORS, AND DISTRIBUTORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS SECTION.

### **13. Suspension and Termination**

13.1 We may suspend your access to our Services where:

(a) we reasonably believe there has been any unauthorized access to or use of our Services (such as the unauthorized sharing of login details for our Platform);

(b) you have transmitted or inputted to our Platform any Inputs that may be offensive, or any material in violation of any law; or

(c) you have otherwise breached clause 5.2.

13.2 If we suspend your access to our Services, we will let you know within a reasonable time of doing so, and we will work with you to resolve the matter within 15 days, or if it cannot be resolved, then we may terminate your Account and your access to our Services will end.

13.3 We may terminate these Terms (which means you will lose access to our Services, including your Account, and any purchased items will be cancelled) if:

(a) you breach these Terms and do not remedy that breach within 15 days of us notifying you of the breach. You acknowledge and agree that we may, in our sole discretion, immediately ban you if we reasonably believe that you are in breach of clause 5 (Platform License) of these Terms;

(b) you breach these Terms and that breach cannot be remedied; or

(c) you experience an insolvency event (including but not limited to bankruptcy, receivership, voluntary administration, liquidation, or entering into creditors' schemes of arrangement).

13.4 You may terminate these Terms if:

(a) we breach these Terms and do not remedy that breach within 15 days of you notifying us of that breach; or

(b) we breach these Terms and that breach cannot be remedied. In such cases, if you have made any advance payments for purchased items, you will be issued a pro-rata refund based on the portion of the unused services or items remaining.

13.5 You may also terminate these Terms at any time by notifying us through your Account or by sending an email to our designated email for notices (as set out in clause 15.8). Termination will take effect immediately, and you will not be charged for any future purchases after the date of termination.

13.6 Termination of these Terms will not affect any other rights or liabilities that we or you may have accrued prior to termination.

#### 14. **Copyright Complaints:**

If you believe that your intellectual property rights have been infringed, please send notice to the email address below. We may delete or disable content that we believe violates these Terms or is alleged to be infringing and will terminate accounts of repeat infringers where appropriate.

**Group Imi / Le Groupe Imi**

**Oniooo.com**

**Email:** [melody@oniooo.com](mailto:melody@oniooo.com)

**Attn: Copyright Agent**

Written claims concerning copyright infringement must include the following information:

- A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest
- A description of the copyrighted work that you claim has been infringed upon
- A description of where the allegedly infringing material is located on our site so we can find it
- Your address, telephone number, and e-mail address
- A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law
- A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf

## **15. General**

**15.1 Assignment:** You may not transfer or assign these Terms (including any benefits or obligations you have under these Terms) to any third party without our prior written consent. We may assign or transfer these Terms to a third party, or transfer any debt owed by you to us to a debt collector or other third party.

**15.2 Disputes:** Neither we or you may commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, these Terms (including any question regarding its existence, validity or termination) (**Dispute**) unless we and you first meet (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent us or you from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

If the Dispute is not resolved at that initial meeting:

(a) where you are resident or incorporated in Quebec, refer the matter to mediation, administered by the Institut de médiation et d'arbitrage du Québec (IMAQ) in accordance with the IMAQ Mediation Rules; or

(b) where you are not resident or incorporated in Quebec, refer the matter to arbitration administered by the Arbitration and Mediation Institute of Canada, Quebec

Section, with such arbitration to be conducted in Montreal, Quebec, before one arbitrator, in French or English, and in accordance with the Canadian Arbitration Association Arbitration Rules

**15.3 Events Outside Our Control:** We will not be liable for any delay or failure to perform our obligations (including our Services), if such delay or failure is caused or contributed to by an event or circumstance beyond our reasonable control.

**15.4** These Terms are governed by the laws of Quebec, and any matter relating to these Terms is to be determined exclusively by the courts in Quebec and any courts entitled to hear appeals from those courts.

**15.5 Illegal Requests:** We reserve the right to refuse any request for or in relation to our Services that we deem inappropriate, unethical, unreasonable, illegal or otherwise non-compliant with these Terms.

**15.6 Marketing:** You agree that we may send you electronic communications about our products and services. You may opt-out at any time by using the unsubscribe function in our electronic communications.

**15.7 Nature of Legal Relationship:** These Terms do not create, and should not be interpreted so as to create, a partnership, joint venture, employment or agency relationship between us and you.

**15.8 Notices:** Any notice you send to us must be sent to the email set out at the beginning of these Terms. Any notice we send to you will be sent to the email address registered against your Account.

**15.9 Survival:** Clauses 7 to 12 will survive the termination or expiry of these Terms.

**15.10 Third Party Sites:** Our Platform may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations in relation to the suitability of those websites. If you purchase goods or services from a third party website linked from our Platform, those goods or services are being provided by that third party, not us. We may receive a benefit (which may include a referral fee or a commission) should you visit certain third party websites

through a link on our Platform, or for featuring certain goods or services on our Platform. We will make it clear by notice to you which (if any) goods or services, or website links, we receive a benefit from by featuring them on our Platform.

## **16. Definitions**

### **16.1 In these Terms:**

**Account** means an account accessible to the individual or entity who signed up to our Services.

**Consequential Loss** includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us any amounts for access to or use of our Services (including our Platform) will not constitute “Consequential Loss”.

**Intellectual Property Rights or Intellectual Property** means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

**Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.

**Moral Rights** have the meaning given in the Copyright Act, R.S.C. 1985, c. C-42, as amended, and includes any similar rights in any jurisdiction in the world.



**Our Materials** means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property.

**Personal Information** means any information or opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in a tangible form or not.