

Terms & Conditions

1. INTRODUCTION

These Terms of Use (the “Terms”) tell you the terms on which you may make use of:

- our website <http://vial.al/>. (the “Site”) and
 - our mobile app called Vial Walking App (the “App”),
- and the contents and services available through them, as updated or added to from time to time.

In these Terms, we refer to our Site and the App collectively as the “Service”. The Service is owned and operated by Viral Solutions LLC (trading as VIAL), a company incorporated in South Carolina, US (registration number 126594371) whose registered office is at "4669 Farm Lake Drive" , Myrtle Beach, South Carolina 29579. (“VIAL”, “we”, “our”, and “us”).

Please read these Terms carefully before you start to use the Service, as they set out the legal agreement between VIAL and you for your use of the Service. By downloading, installing, using or accessing the Service, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to these Terms, you must not use the Service.

These Terms set out important information regarding your rights and obligations in connection with theService. In particular, we draw your attention to:

- the eligibility criteria and the volumes of verified movement required to generate vial coins in Section 7 below.
- the possible deduction of vial coins from your Vial Walking APP Account by way of VIAL charges (Section 9 below); and
- the sections that describe the limits on our liability to you contained in Sections 17, 19 and 21 below.

2. YOUR PRIVACY

We only use any personal data we collect through your use of the Service in the ways set out in our privacy policy , unless you are using a specific service to which a different privacy policy applies, as set out below in Section 3.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

3. ADDITIONAL TERMS FOR SPECIFIC SERVICES

In addition, the services set out below will be governed by the following terms of use and privacy policies:

Service | [Web address of terms of use](#) | [Web address of privacy policy](#)

Apple App Store | See Attachment 1 | <https://www.apple.com/legal/privacy/en-ww/>

In-App Purchases | <http://www.apple.com/legal/internet-services/itunes/us/terms.html> |

<https://www.apple.com/legal/privacy/en-ww/>

Google Play Store | <https://play.google.com/about/play-terms/index.html> |
<https://policies.google.com/privacy?hl=en>
Google Payments | https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=buyertos&ldr=uk |
https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=privacynotice

4. YOUR RIGHT TO USE THE SERVICE

Vial grants you the right to do the following provided you follow all of the rules in these Terms:

i. download, install and use the App, and any updates to it provided by VIAL from time to time, for your personal use only on a compatible mobile device owned or controlled by you; and

ii. access and browse the Site for your personal use only,

(the “Licences”).

The Licences are for your personal and domestic use only. You must not use the Service for commercial, business or resale purposes.

5. TERMINATION OF YOUR RIGHT TO USE THE SERVICE

VIAL may end the Licences at any time and for any reason (or no reason) by giving you at least fourteen (14) days’ notice that the Licences have ended.

We may also end the Licences immediately if you break any provision of these Terms by ending your VIAL Account without notice to you.

Where any of the Licences are terminated, you must immediately cease using and accessing the Service and delete any copies of the App held by you.

6. VIAL ACCOUNT

In order to use the App and earn vial coins, you must create a VIAL Account. You are responsible for all uses of your Vial Account whether by you or a third party. You should ensure that you use your personal mobile number for verification of your account and a strong password (if applicable) for your Vial Account and that the details of your password are kept confidential and secure at all times.

You must not select as your username a name that you do not have the right to use, or another person’s name with the intent to impersonate that person. You must not transfer your Vial Account to anyone else without our prior written permission.

Access to your Vial Account can become restricted or even impossible if you lose control over the mobile number to which your Vial Account is registered.

Your Vial Account logs details of all vial coins generated by you and any transfers of vial coins to or from your Vial Account. Please review your Vial Account regularly. If you identify any erroneous transaction or unexpected activity on your Vial Account, or you believe that the security of your Vial Account has been compromised, you must let us know as soon as possible.

Different membership levels may apply to the Vial Accounts of different users and, depending on the membership level you hold, your entitlement to access functionality of the App or generate vial coins may vary.

When using the App on your mobile device, Vial will operate in the background of your mobile device, which in turn may have an impact on the battery life of the device.

The App stops generating vial coins on your mobile device if you do not open the App for 30 days. Generation of vial coins restarts once you next open the App.

The App allows you to send your vial coins to other users of the App. Please ensure that you have verified the identity of the recipient of the relevant vial coins before sending them.

7. EARNING VIAL COINS

“Vial coins” are units of exchange that users of the App may generate through verified physical movement (e.g. steps) only. Vial coins may be used to get certain benefits that are offered via the App. Vial coins cannot be redeemed for cash from Vial or any of its affiliates, unless we expressly agree otherwise with you in writing.

We reserve the right to destroy Vial coins that we have reason to believe have not been created by verified physical movement and to suspend or disable any Vial Account used in such a way.

We reserve the right to destroy or redistribute Vial coins that we have reason to believe have been obtained through fraud, for instance by defrauding another Vial user, and to suspend or disable any Vial Account used in such a way.

We reserve the right and retain the absolute discretion to determine and alter, from time to time, the eligible forms of movement, movement verification algorithms and amounts of verified movement that must be undertaken by users in order to generate vial coins using the App (for example, we may alter the number of verified steps required to generate a Vial coin).

Details of current eligibility criteria and the volumes of verified movement required to generate vial coins are provided within the FAQ section of the App. Movement verification conducted by the App is considered final and cannot be revised or reversed.

We may cap the maximum amount of Vial coins that users of the App may generate each day using the App. The applicable cap may vary depending upon the level of the relevant user or other criteria that we chose to apply and we may increase or decrease such caps from time to time.

8. VIAL MARKETPLACE

We are able to offer Coupons that can be used to obtain benefits from third-parties (this may include, but is not limited to discounts that can be used with retailers, websites or other services)(“Third-Party Benefits”). You may purchase these coupons with Vial coins on a “Vial Marketplace”. Although the coupons may allow you to obtain Third-Party Benefits, you are contracting directly with us when you spend your Vial coins on the Vial Marketplace to purchase Sale Codes.

You agree that Vial has no responsibility for any Third-Party Benefits. You are contracting directly with the relevant third party when you redeem or use your coupons to acquire Third-Party Benefits

and any redemption or use happens on third party websites or apps that are not controlled by us. You agree that we have no control over and do not guarantee the quality, safety or legality of any Third-Party Benefits, the truth or accuracy of their offers, or the ability of third-parties to provide any goods, services or other benefits offered. Save as otherwise expressly agreed with you, we and our affiliates do not act as agent, contractor, partner or any form of representative of the third-parties who's Third-Party Benefits are promoted via the Vial Marketplace. Our operation of the Vial Marketplace should not be taken as an endorsement (express or implied) of any goods, services or other benefits offered on it, nor of any third-party.

Any redemption or use of the Coupons are subject to any terms that are stated as part of the Coupons).

Vial is entitled to alter the selection of coupons on offer, and the number of vial coins required to redeem any such coupons offered on the Vial Marketplace, as well as to limit the number of possible redemptions of any coupon by any user or group of users in its absolute discretion.

9. PRIZE DRAWS

From time to time, Vial may offer you the chance to enter into prize draws sponsored by one of our third-party partners or Vial itself. The name of the third-party partner will be identified when you enter the prize draw and any specific terms relating to the prize draw. Each prize draw will be subject to our general prize draw terms.

10. INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the Service (including in the App and the Site) throughout the world belong to us (or our licensors) and the rights in the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Service other than the right to use them in accordance with these Terms.

"Vial" is the trading name of Vial and we hold registered and unregistered trade mark rights in respect of this name.

11. USER CONTENT

You are solely responsible for any data, text, images, graphics and other content that you submit, post or display on or via the Service ("Your Content").

We do not claim ownership of any User Content. However, you grant to us a non-exclusive, worldwide, royalty-free, transferable, sub-licensable, perpetual licence to use, aggregate, reproduce, publish, distribute, perform, adapt, amend, enhance and communicate and otherwise fully exploit Your Content for any purpose relating to the Service and our business, at any time.

You agree that we are not responsible for, and do not endorse, Your Content or any data, text, images, graphics and other content that may be submitted, posted or displayed on or via the Service by another user ("Other User Content") and that we do not have any obligation to monitor, edit, or remove Your Content or any Other UserContent. However, we reserve the right, without obligation, to monitor, moderate, edit or remove any such content.

In general, we will only review Your Content if it is relevant to an issue that we are investigating either as a result of a query from you or another user, as a result of an appeal to an account suspension, or as a result of a technical problem with the Service. You agree that we may access and use Your Content for this purpose.

You will make sure that Your Content is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations.

You agree that Your Content must not:

- (i) infringe any third party's copyrights or other rights (e.g., trade mark, privacy rights, etc.);
- (ii) contain sexually explicit content or pornography;
- (iii) contain hateful, defamatory, or discriminatory content or incite hatred against any individual or group;
- (iv) exploit minors;
- (v) depict unlawful acts or extreme violence;
- (vi) depict animal cruelty or extreme violence towards animals;
- (vii) promote fraudulent schemes, multi-level marketing (MLM) schemes, get rich quick schemes, online gaming and gambling, cash gifting, work from home businesses, or any other dubious money-making ventures; or
- (viii) break any law, rule or regulation.

12. ACCEPTABLE USE

You agree that you shall not:

- a) seek to generate Vial coins by any means other than your genuine physical movement meeting the eligibility criteria specified by Vial from time to time and, in particular, you shall not (i) simulate any movement using artificial and/or mechanical means, (ii) enlist third parties to generate vial coins on your behalf (however, you may receive transfers of vial coins validly generated by other users using the functionality available within the App);
- b) copy, adapt, transmit, reverse engineer, decompile, disassemble, modify, sell the App or Site or any content accessible on either, save as otherwise expressly permitted by these Terms or applicable law;
- c) operate more than one Vial Account;
- d) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Service;
- e) reproduce, frame, display or mirror the Service other than as a necessary consequence of their normal operation by you;
- f) infringe our intellectual property rights or those of any third party in relation to your use of the Service;
- g) transmit any material that is defamatory, explicit, offensive or otherwise objectionable on the Service;

h) use the Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

i) use the Service in any way that breaches any law or regulation, including any applicable export control laws, privacy laws or any other purpose not reasonably intended by Vial;

j) employ any technology that interferes in any way with the proper operation of the Service, including by blocking any advertising or promotions displayed thereon; or

k) collect or harvest any information or data from the Services for any commercial purpose, save as otherwise agreed in writing by us.

If we discover any breach of this Section 14 by you, we may immediately suspend or terminate your access to the App and remove and delete any offending content from the Service.

15. CHANGES AND UPDATES TO THE SERVICE

Vial reserves the right at any time in its absolute discretion to alter the functionality or contents of the Service with or without notice to you.

We may issue updates to the App from time to time. Depending upon the nature of the update, you may not be able to continue to use the App until you have downloaded the latest version of the App.

13. CONTACTING US

If you would like to contact us, including with any feedback, questions, complaints or claims about the Service, please contact us via our iPhone or Android application -> Profile -> Settings -> Help -> Contact us ->

14. AVAILABILITY OF THE SERVICE

The Service is provided "as is" and "as available" with all faults. We do not guarantee that the Service, or any part of it, will always be available or be uninterrupted. We may suspend, withdraw, discontinue or change all or any part of the Service without notice. You agree that your use of the Service is at your own risk. We will not be liable to you if the Service (or any part of it) is unavailable at any time or for any period.

15. THIRD PARTY SERVICES

Vial may include in the Vial Services links to other sites or applications that are owned or operated by third parties ("Third Party Services"). You also agree that Vial has no control over the content of Third Party Services and does not have any responsibility for any material available on such Third Party Services nor for any use of or reliance on the contents of such Third Party Services by you. The fact that we may link to a Third Party Service does not mean that we endorse it or the products or services on it. In particular, where the Third Party Service relates to your health, you should always take appropriate medical advice before using it.

16. LIMITATIONS OF THE SERVICE; NO MEDICAL ADVICE

The Service is provided for general information and entertainment purposes only. It does not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether expressed or implied, that such information is accurate, complete or up to date.

The Service does not contain or constitute, and should not be interpreted as, any form of medical advice or opinion, diagnosis or treatment, and should never be used as a substitute for medical or emergency care. Your use of the Service does not create a doctor-patient relationship between you and Vial.

If you have a medical or mental health emergency, or are taking actions that may cause harm to you or to others, you should seek emergency treatment at the nearest emergency room or call an emergency helpline.

We are not licensed medical professionals, and we are not in the business of providing medical advice or in the practice of medicine. You should always consult a qualified medical professional prior to beginning or modifying any diet or exercise program, and only your medical professional can determine the right course of treatment for you and determine what is safe, appropriate and effective based on your needs.

17. CHANGES TO THESE TERMS OF USE

We may change these Terms from time to time. Any changes we may make to these Terms in the future will be posted on the Site and App and, where appropriate, notified to you by email. Please review this page frequently to see any updates or changes to these Terms.

From time to time we may make available additional terms or guidance in relation to the usage of the Service and, where we do this, you agree to comply with such additional terms or guidance that we make available by continuing to use the Service.

18. OUR LIABILITY TO YOU

The Service has not been developed to meet your individual requirements, and therefore it is your responsibility to ensure that the facilities and functions of the Service meet your requirements.

We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence up to the maximum aggregate limit specified in the following paragraph.

Our maximum aggregate liability to you in respect of the Service (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall in no circumstances exceed the sum of twenty USD (USD 20).

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

To the maximum extent permitted by applicable law, we shall not be liable to you for any unauthorized use of your Vial Account resulting from your failure to maintain restricted access to your mobile device or your mobile SIM card, the confidentiality or security of your user details or failure to use a strong password.

Reliance on any information provided by Vial or in connection with the Vial Service is solely at your own risk. You are solely responsible for any decisions or actions you take based on the information and materials available through the Service.

We are not responsible for events outside our control. If our provision of the Service or support for the Service is delayed by an event outside our control then we will contact you as soon as possible

to let you know and we will take steps to minimize the effect of the delay. Provided we do this we will not be liable for delays caused by the event but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Service you have paid for but not received.

22. APP STORE REQUIREMENTS

You acknowledge and agree that the availability of our App is dependent on the third party stores from which you download the application, including Apple Inc.'s ("Apple") App Store (the "Apple App Store") and Google LLC's ("Google") App Store ("Google Play").

As a user of the Apple App Store, we are required to include certain legal terms in our Terms of Use, and these are set out in Attachment 1 to these Terms. You agree to comply with, and your licence to use our application is conditioned upon your compliance with, such Apple App Store terms and conditions. To the extent such other terms and conditions from such Apple App Store are less restrictive than, or otherwise conflict with, the terms and conditions of these Terms of Use of Use, the more restrictive or conflicting terms and conditions in these Terms of Use apply.

Through our App, you may purchase ("In-App Purchase") certain goods or features designed to enhance the performance of the Service. When you make an In-App Purchase, you are doing so through the Apple iTunes service and you are agreeing to their respective Terms and Conditions, available at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>. Vial is not a party to any In-App Purchase.

23. General

We may transfer our rights and obligations under these Terms to a third party. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

You are not entitled to transfer your rights or your obligations under these Terms without our prior written consent.

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the provisions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

These Terms and our agreement are governed by English law. You can bring legal proceedings in respect of the Service in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

Attachment 1

App Store Terms

1. The Terms of Use are concluded between you and Vial, and not with Apple. The Vial App and its contents are the responsibility of us, our licensors and users of the Vial App (to the extent that such users create, submit or distribute any content via the Vial App) and not Apple.

2. The licence to use the Vial App granted under these Terms of Use is a non-transferable license for you to use the Vial App on an Apple-branded product that you own or control in accordance with the usage rules set forth in the Apple App Store Terms of Service, except that the Vial App may be accessed, acquired, and used by other accounts associated with you via any family sharing or volume purchasing arrangements with Apple.

3. You and we acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Vial App. We do not offer maintenance or support services in connection with the Vial App.

4. Apple will have no warranty obligation whatsoever with respect to the Vial App, and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Vial App to conform to any applicable warranty set out in these Terms of Use will be solely our responsibility.

5. We, not Apple, are responsible for addressing any claims by you or any third party relating to the Vial App or your possession and/or use of the Vial App, including, but not limited to: (i) product liability claims; (ii) any claim that the Vial App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

6. In the event of any third party claim that the Vial App or your possession or use of the Vial App infringes that third party's intellectual property rights, Vial and not Apple will be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. You must comply with any third party terms that are applicable to the use of the Vial App from time to time.

9. Apple and Apple's subsidiaries are third party beneficiaries of the Terms of Use, and upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.

10. Vial offers optional in-app purchases in the form of auto-renewing subscriptions. The subscription automatically renews unless it is canceled at least 24 hours before the end of the current period. Your account will be charged for renewal within 24 hours prior to the end of the current period. You can manage and cancel your subscriptions by going to your App Store account settings after purchase.