

LoomaVita Terms of Service v1.1

Terms of Service

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Effective date: 2026-08-04

Provider: Loomavita (Pty) Ltd

Governing law: Republic of South Africa

Contact: Support form • support@loomavita.com

Closed beta notice. These Terms govern use of LoomaVita during closed beta. They are product-facing terms for trust surfaces (including Google Play). They are not a substitute for independent attorney review before open beta or public launch.

1. Agreement

By creating an account, accepting legal documents in the app, or using LoomaVita, you agree to these Terms of Service (â Termsâ) and our Privacy Policy.

If you do not agree, do not use the service.

2. The service

LoomaVita is a digital wellness companion operated by Loomavita (Pty) Ltd (â Companyâ , â weâ , â usâ). Features may include health tracking helpers, fitness planning, diet/meals tools, family-related controls, messaging, and optional paid AI companion features (â Chikabiâ).

2.1 Not medical care

LoomaVita is not a medical device and does not provide medical advice, diagnosis, or treatment. Always consult a qualified healthcare professional for medical decisions. Emergency care must go through local emergency servicesâ not this app.

2.2 Closed beta

During closed beta:

â¢ Features may be incomplete, change, or be withdrawn

â¢ Availability is not guaranteed

â¢ You may be required to accept a separate closed-beta confidentiality (NDA) document

â¢ Performance and content may differ from a future public release

3. Eligibility

- You must be 18 years or older to register a solo account
- Under-18 access, when offered, requires a parent/guardian invite via a family plan path
- You must provide accurate registration details (username, email, phone, date of birth)
- One person should not create multiple accounts to evade bans, rate limits, or entitlements

4. Accounts and security

- Sign-in uses phone OTP (and invite codes only where the environment allows closed-beta register verify)
- You are responsible for devices and sessions you leave signed in
- You can review and revoke sessions in Settings (where available)
- We may suspend or ban accounts that abuse the service, violate these Terms, or create security risk

4.1 Delete userdata

You may delete your personal data from the app:

Home/Profile â Settings â Personal data â Edit preferences â Delete userdata, then type exactly data delete.

After delete, the account is soft-deleted, sessions are revoked, and the app will not function correctly for that account. Re-use of the same phone/email may require Support until an ops hard purge. See the Privacy Policy for detail.

5. Acceptable use

You agree not to:

1. Use the service unlawfully or to harm others
2. Attempt unauthorised access to admin, partner, or other usersâ data
3. Reverse engineer, scrape, or overload systems beyond normal product use
4. Share accounts, sell access, or circumvent entitlements/paywalls
5. Upload malware or abusive content
6. Misrepresent your identity to staff or other users
7. Use Chikabi or other features to generate unlawful, harassing, or medically dangerous instructions and then act on them as clinical advice

We may investigate and take action, including suspension, deletion, or reporting to authorities when required.

6. Subscriptions, entitlements, and Chikabi

- â€¢ Free / manual tiers (where offered) do not include unlimited AI
- â€¢ Paid features require an active entitlement (e.g. via App Store / Google Play)
- â€¢ Chikabi is a paid companion experience; tool writes that change your data generally require your confirmation in product flows
- â€¢ Store billing is governed by Apple / Google terms for purchases and refunds
- â€¢ We do not guarantee continuous availability of any model provider

7. Health and safety disclaimer

You acknowledge:

- â€¢ Tracking and suggestions are informational wellness aids only
- â€¢ Medication, condition, pregnancy, fertility, and similar tools are not clinical systems of record
- â€¢ You remain responsible for medication decisions with your clinician/pharmacist
- â€¢ If you feel unsafe or in crisis, contact local emergency or crisis services

A separate health disclaimer may also be required at first launch in-app.

8. Intellectual property

- â€¢ The app, branding, software, and content we provide are owned by Loomavita (Pty) Ltd or its licensors
- â€¢ You retain rights in content you create, subject to a licence for us to host and process it to provide the service
- â€¢ Feedback you send may be used by us without obligation to compensate you

9. Confidentiality (closed beta)

If you are a closed-beta tester, you may also be bound by the Closed Beta NDA accepted in-app. That agreement restricts sharing non-public product details (screens, features, bugs, performance).

10. Privacy

Personal information is processed as described in the Privacy Policy (including how to delete your data). By using the service you acknowledge that policy.

11. Third-party services

The service depends on third parties (hosting, database, SMS, app stores, LLM providers). Their outages or policy changes may affect LoomaVita. Links to third-party sites are not endorsements.

12. Disclaimers

TO THE MAXIMUM EXTENT PERMITTED BY SOUTH AFRICAN LAW:

â€¢ The service is provided â€œas isâ€ and â€œas availableâ€ during closed beta

â€¢ We disclaim warranties of merchantability, fitness for a particular purpose, and non-infringement to the extent allowed

â€¢ We do not warrant uninterrupted or error-free operation

13. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW:

â€¢ We are not liable for indirect, incidental, special, consequential, or punitive damages

â€¢ Our aggregate liability relating to the service is limited to the greater of (a) amounts you paid us for the service in the 3 months before the claim or (b) ZAR 500, except where liability cannot be limited by law

â€¢ Nothing in these Terms excludes liability that cannot legally be excluded (including fraud or gross negligence where mandatory)

14. Indemnity

You agree to indemnify and hold harmless Loomavita (Pty) Ltd and its officers from claims arising from your misuse of the service, your content, or your breach of these Terms, to the extent permitted by law.

15. Suspension and termination

We may suspend or terminate access for Terms violations, legal risk, or operational need. You may stop using the service and use Delete userdata or contact Support. Provisions that should survive (IP, disclaimers, liability limits, governing law) survive termination.

16. Changes

We may update these Terms. Material changes will be indicated by version/date. Where

required, we may prompt re-acceptance in-app. Continued use after an update may constitute acceptance where permitted.

17. Governing law and disputes

These Terms are governed by the laws of the Republic of South Africa. Courts of South Africa have jurisdiction, without prejudice to mandatory consumer protections that apply to you.

18. Contact

â€ Support: <https://loomavita-web.vercel.app/support>

â€ Email: support@loomavita.com

â€ Organisation: Loomavita (Pty) Ltd, Republic of South Africa

End of Terms of Service v1.1