

OMINIMA — General Terms of Sale

Last updated: October 2026

Preamble — Identification of the seller

These General Terms of Sale (the “Terms of Sale”) are entered into between:

- on the one hand, **OMINIMA, S.L.U.**, a single-member company incorporated under Andorran law, registered in the Companies Register of the Principality of Andorra under number 26066, holder of tax registration number (NRT) L-721155-A, with its registered office at Carrer Pere d’Urg, 10-12, Edifici Ag-Monducal, 5th floor, AD500 Andorra la Vella (Principality of Andorra), represented by Mr Maxime Julien Victor PIERRE in his capacity as sole director (hereinafter “OMINIMA”); contact: support@ominima.com, telephone +376 355 682;
- on the other hand, any natural person who purchases an OMINIMA Offer (hereinafter the “Customer”).

Collection of payments. OMINIMA is the sole seller of the Offers and the Customer’s sole contracting party. It may entrust the collection of payments, in its name and on its behalf, to appointed service providers. The Customer exercises all remedies directly against OMINIMA.

Placing an order for an Offer constitutes unreserved acceptance of the Terms of Sale in force on the date of the order, as well as of the Terms of Use, and acknowledgement of the Privacy Policy, all of which are available at any time on the website. In the event of any conflict, the Terms of Sale prevail over the Terms of Use in all matters relating to sale, payment and refunds.

Article 1 — Definitions

- **Application:** the OMINIMA mobile application and the web application available at ominima.app.
- **Account:** the Customer’s personal space in the Application, opened with a confirmed email address.
- **Coaching:** the individual support provided to the Customer by a coach appointed by OMINIMA, under the conditions of Article 5.
- **Offer:** each of the programmes and subscriptions offered by OMINIMA.
- **Programme:** a fixed-term Offer including access to the Application and Coaching.
- **TRACK Subscription:** an Offer giving access to the Application without individual Coaching.
- **Partner Platform:** a third-party marketplace that sells OMINIMA Offers.
- **Digital Content:** the training and nutrition programmes, videos, documents and features made available in the Application.

Article 2 — Purpose and scope

OMINIMA provides support for physical transformation through personalised sports and nutrition coaching, delivered mainly remotely through the Application. The Terms of Sale set out the conditions of sale of the Offers and the rights and obligations of the parties.

The Terms of Sale apply to Offers purchased:

- on OMINIMA’s payment pages, including payment links sent directly to the Customer by OMINIMA or its advisers;
- on the ominima.com website and its sales pages.

Purchase on a Partner Platform. Where the Customer purchases an Offer on a Partner Platform, the sale and payment are governed by that platform's terms. Performance of the service (opening of access, Coaching, health warnings, liability) remains governed by Articles 4, 5 and 9 of the Terms of Sale and by the Terms of Use.

The Offers are reserved for natural persons of legal age (18 years or older) with legal capacity to contract, acting for their personal and private use.

Article 3 — Offers and prices

The essential characteristics of the Offers, their duration and their price are presented on the www.ominima.com website and on the payment page, or communicated to the Customer during a prior consultation, in all cases before any payment. Prices are expressed in euros, inclusive of all taxes. The applicable price is the one accepted by the Customer at the time of the order.

OMINIMA may change its Offers and prices at any time, without effect on orders already placed.

Payment. Payment is made using the methods offered on the payment page, through secure payment service providers.

Payment in 3 instalments. Where the Offer so provides, the Customer may pay the price in three equal monthly instalments at no extra cost, debited automatically at one-month intervals from the date of the order. The full price is due from the time of the order; payment in instalments is a payment facility and not a cancellable subscription.

Article 4 — Order, opening and duration of access

Order. Before confirming payment, the Customer accepts the Terms of Sale and the Terms of Use and acknowledges having read the Privacy Policy. The order becomes final upon confirmation of payment; a confirmation email is sent to the Customer. OMINIMA reserves the right to refuse or cancel the order of a Customer with whom it is in dispute, or whom it reasonably believes has breached the Terms of Sale or the Terms of Use or engaged in fraudulent activity.

Evidence. Unless proven otherwise, the data recorded by OMINIMA and its service providers constitute evidence of all orders, payments and acceptances made between OMINIMA and the Customer.

Opening and duration of access. Access is linked to the email address used for the purchase and opens on the Account confirmed with that address. The duration of a Programme runs from the opening of access on the Customer's Account, not from the date of purchase. Access to the Application granted "for life" means for the entire period during which the Application is operated by OMINIMA or any successor. The TRACK Subscription gives access to the Application for the period paid for.

End of access. On expiry, access to the Application and, where applicable, to Coaching ends, unless the Customer has another ongoing access.

Article 5 — Coaching

Coaching is included in Programmes only. Its content is described in the presentation of the Offer; it includes in particular individual follow-up by a coach appointed by OMINIMA, follow-up video calls and messaging in the Application.

The Customer may cancel or reschedule a call no later than 24 hours before the scheduled time; after that deadline, or in the event of absence, the call is deemed to have taken place. A call included in a given period and not used by the Customer during that period is forfeited.

OMINIMA may replace the assigned coach with a coach of equivalent qualification.

OMINIMA is bound by a best-efforts obligation (obligation of means). Results depend in particular on the Customer's commitment, compliance with recommendations and individual factors; no result in terms of weight loss, muscle gain or performance is guaranteed.

Article 6 — TRACK Subscriptions, free trials and payment incidents

6.1 Renewal. Unless subscribed for a fixed term, the TRACK Subscription is renewed automatically for an identical period, at the price then in force, and the price is debited automatically at the start of each period. Any price increase is notified to the Customer before it applies; a Customer who does not accept it may cancel before the next renewal date.

6.2 Cancellation by the Customer. The Customer may cancel the TRACK Subscription at any time from the subscription management area, or by writing to support@ominima.com. Cancellation takes effect at the end of the current period, which has already been paid; access is maintained until that date and no pro rata refund is due. Deletion of the Account automatically cancels the ongoing TRACK Subscription under the same conditions.

6.3 Free trials. OMINIMA may offer free trials, the duration and conditions of which are specified at the time of sign-up. Where a trial requires a payment method to be registered, it automatically converts into a paid TRACK Subscription at the end of the trial, unless the Customer cancels before the trial ends from the subscription management area; the Customer is informed before the end of the trial of the date and amount of the first payment. Each person may benefit from only one free trial.

6.4 Failed payment for a TRACK Subscription. If a payment fails, the Customer is invited to pay the invoice or update their payment method. The payment service provider automatically makes several further collection attempts. Access is maintained until the end of the period already paid for. If the invoice remains unpaid after the last attempt, the Subscription ends.

6.5 Failed payment of an instalment. Full access to the Programme opens from the first instalment. If an instalment is unpaid, access to the Application and to Coaching is suspended. The end date of the Programme remains unchanged: the suspension period is not added back. The remaining instalments remain due; OMINIMA may take steps to recover them.

Article 7 — Right of withdrawal and refunds

7.1 Period. The Customer has the right to withdraw within seven calendar days of accepting the Terms of Sale (Article 56.1 of the Andorran Commerce Act).

7.2 Start of performance. This right applies only if the Customer has not begun to access the Service. The Customer's first access to the Application or to Coaching under the purchased Offer legally constitutes the start of performance of a contract for digital content; the right of withdrawal no longer applies from that first access. The Customer is informed of these terms and gives consent to them by accepting the Terms of Sale.

7.3 Exercising the right. Any withdrawal request must be made in writing to support@ominima.com. The Customer may use the standard form set out in the appendix.

7.4 Refund. In the event of a valid withdrawal, OMINIMA refunds the sums paid no later than 14 days after receipt of the request, using the payment method used for the order. In the case of payment in 3 instalments, the remaining instalments are cancelled. The refund results in the closure of the corresponding access.

7.5 No refund outside withdrawal. Outside the right of withdrawal, Programmes are non-refundable, including in the event of partial use or abandonment by the Customer, and

instalments of a payment in 3 instalments remain due. This rule does not affect:

- a pro rata refund of the unperformed period where non-performance is attributable to OMINIMA, or in the event of termination by OMINIMA through no fault of the Customer (Article 8.3);
- the rights conferred on consumers by applicable law in the event of non-conformity of the service or digital content.

7.6 Chargebacks. If the Customer disputes a payment with their bank, OMINIMA may suspend the corresponding access while the dispute is being processed and close it if the dispute is decided in the Customer's favour. The Customer is invited to contact support@ominima.com before raising any dispute.

Article 8 — Customer obligations and termination

8.1 The Customer provides accurate information when purchasing (first name, last name, email address, billing country) and in the Application, in particular regarding their state of health. Access is strictly personal: it may not be shared, transferred or resold.

8.2 If the Customer breaches the Terms of Sale or the Terms of Use, in particular by sharing access, behaving abusively towards a coach, committing fraud or infringing OMINIMA's intellectual property, OMINIMA may suspend or terminate access, without notice in the event of a serious breach. No refund is then due.

8.3 OMINIMA may end an ongoing Offer, through no fault of the Customer, by email with 30 days' notice. The Customer is then refunded pro rata for the unperformed period.

Article 9 — Health warning

OMINIMA's services fall within the field of sports coaching and well-being. They do not constitute a medical act, diagnosis, prescription or treatment, and do not replace the advice of a doctor, dietitian or other healthcare professional. Nutrition plans are general recommendations for a balanced diet, not therapeutic diets adapted to a medical condition.

Before starting, the Customer consults a doctor if they have a medical condition, an injury, ongoing treatment, a pregnancy or a history of eating disorders, or if they have not done any physical activity for a long time. The Customer declares their state of health truthfully in the Application, informs their coach of any change, and stops exercising immediately in the event of pain, discomfort or any unusual symptom.

Content generated automatically, in particular using artificial intelligence tools, and indicators calculated by the Application are provided for information only and have no medical value. They may be inaccurate and must be checked by the Customer, in particular with regard to their allergies and intolerances.

Article 10 — Liability

OMINIMA is bound by a best-efforts obligation (obligation of means). It cannot be held liable for damage resulting from the Customer's failure to follow safety instructions and Article 9, from inaccurate or incomplete health information provided by the Customer, from non-compliant use of the Application, or from the failure of third-party services.

To the extent permitted by applicable law, OMINIMA's liability in respect of an Offer is limited to the price paid by the Customer for that Offer. This limitation does not apply to personal injury, gross negligence or wilful misconduct, or to the rights granted to consumers by the mandatory provisions of the law of their country of residence.

Force majeure. Neither party is liable for a failure caused by an event of force majeure.

Article 11 — Changes to the Terms of Sale

OMINIMA may amend the Terms of Sale. The version applicable to an order is the one accepted at the time of that order. For ongoing TRACK Subscriptions, any material change is notified to the Customer before it takes effect; a Customer who does not accept it may cancel free of charge before that date.

Article 12 — Complaints, governing law and disputes

Complaints. Complaints from Customers acting as consumers are handled by OMINIMA's customer service. They should be sent to support@ominima.com and receive a reply by appropriate means within a maximum of 30 days. In the event of a negative reply, the consumer is free to contact the consumer protection organisations of their place of residence, or the Consumer Affairs Department of the Government of Andorra.

Governing law. The Terms of Sale are governed by the law of the Principality of Andorra.

Dispute resolution. Failing an amicable agreement, any dispute relating to the interpretation, validity, performance or termination of the contract shall be submitted to mediation. If mediation does not resolve the dispute, the parties expressly undertake to settle their disputes by institutional arbitration administered by the Arbitration Tribunal of the Principality of Andorra (TAPA), with the seat of arbitration in Andorra la Vella. The TAPA Rules shall be followed for the constitution of the arbitral tribunal.

Language. The Terms of Sale are drawn up in French and translated into English, Spanish and Catalan. In the event of any discrepancy, the French version prevails, subject to the mandatory provisions applicable to consumers.

Appendix — Model withdrawal form

To OMINIMA, S.L.U., Carrer Pere d'Urg 10-12, AD500 Andorra la Vella — support@ominima.com:

I hereby give notice that I withdraw from the contract for the Offer below:

- Offer ordered: ...
- Date of order: ...
- First and last name: ...
- Email address used for the purchase: ...
- Date and signature (if sent on paper): ...