Goome - Terms of Service

Version: 1.0 **Last updated:** 31-05-2026 **Effective from:** 31-05-2026

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1. About these Terms

These Terms of Service ("Terms") form the agreement between you and **Goome** (eenmanszaak, KvK 42005126, VAT NL005427719B93, Postbus 134, 7900 AC Hoogeveen, the Netherlands, referred to as "we", "us", or "Goome").

By creating an account or using Goome, the desktop application, our website at goome.app, and any related services (together, the "Service"), you agree to these Terms. If you don't agree, please don't use the Service.

We may update these Terms from time to time. See section 14 for how that works.

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2. Who can use Goome

You must be at least 18 years old to use Goome. By using the Service, you confirm that you meet this age requirement.

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3. What Goome does

Goome is a desktop application that detects your posture using your webcam and gives you real-time on-screen corrections.

A few things to know about how it works:

- The webcam analysis happens entirely on your own device. Webcam frames, images, and facial data are never transmitted to us or stored anywhere.
- We receive only numerical posture scores and basic account and technical information. Full details are in our Privacy Policy.
- You can turn off webcam access at any time through your device settings, but doing so will prevent Goome from functioning.

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4. Your account

You need an account to use the paid Service. You're responsible for:

- Providing accurate registration information and keeping it up to date.
- Keeping your password and account credentials secure.
- All activity that takes place under your account.

If you notice unauthorised use of your account, contact us immediately at support@goome.app.

Signing in with Google

You can create or access your Goome account using your Google account. When you do, we receive basic profile information (such as your name and email) from Google. We don't access anything else from your Google account.

Your relationship with Google is governed separately by Google's own terms and privacy policy. You can disconnect your Google account from Goome at any time through your account settings.

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5. Subscription, payment, and cancellation

Plans and pricing

Goome is offered on a subscription basis with monthly and annual plans. Current pricing is available at goome.app/pricing.

Billing

Payments are processed by Stripe, our payment provider. By subscribing, you authorise Stripe to charge your chosen payment method for all amounts due. Card and bank details are handled by Stripe directly, we do not see or store them.

Auto-renewal

Subscriptions renew automatically at the end of each billing period unless you cancel before the renewal date. You can manage and cancel auto-renewal at any time through your account settings.

Price changes

We may change pricing from time to time. Any price increase will take effect at the start of your next billing cycle and we will notify you at least 30 days in advance by email or in-app message. If you don't agree with a price change, you can cancel your subscription before the new price takes effect.

Cancellation

You can cancel your subscription at any time through your account settings. You'll keep access to paid features until the end of your current billing period. After that, your account is closed unless you resubscribe.

Your right of withdrawal (EU consumer law)

Under EU consumer law, when you buy a digital service online you normally have a 14-day right to withdraw from the contract. Because Goome is a digital service that starts working immediately after purchase, the law allows you to expressly request immediate access and waive that right.

By accepting these Terms when subscribing, you (a) expressly request that we begin providing the Service to you immediately, and (b) acknowledge that you waive your 14-day right of withdrawal once the Service has started being provided to you.

If you would prefer to keep your 14-day right of withdrawal, contact us within 14 days of your purchase at support@goome.app **before using the Service**, and we'll cancel your subscription and refund you.

No refunds for unused periods

Other than the 14-day withdrawal right described above, we don't offer refunds for unused subscription periods. If you cancel mid-period, you'll keep access until the end of that period, but we won't refund the remaining time.

Long-term contracts (Wet Van Dam)

If you sign up for an annual plan, the contract runs for one year. After that initial year your subscription continues on a month-to-month basis, cancellable with a maximum of one month's notice. This complies with the Dutch consumer protection rules in Art. 7:236 BW (the "Wet Van Dam").

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6. Health and safety disclaimer

Goome is not a medical device. It is not intended to diagnose, treat, cure, or prevent any medical condition. The posture detection and corrections we provide are designed to help you, but they are not a substitute for professional medical advice.

A few things to keep in mind:

- If you have pre-existing medical conditions or injuries, Goome can be a helpful complement to your care, but it's not a replacement for it. We recommend talking with your healthcare provider about how Goome fits alongside their guidance.
- If you experience pain or discomfort while using Goome, please contact us at support@goome.app, we'll figure out next steps with you, including whether to involve a healthcare professional.
- Goome's posture analysis uses AI and may not be 100% accurate for every body type, clothing, lighting condition, or camera setup.
- Posture is one important part of musculoskeletal health. We're actively expanding Goome to support more, including movement and break reminders, exercises, posture tips, and workspace setup guidance, so it can grow into a more complete companion for your physical wellbeing at work.

You use Goome at your own risk. To the fullest extent permitted by law, we are not liable for any injury, discomfort, or health issues that may arise from following any posture suggestions, corrections, or other feedback provided by the Service.

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7. Acceptable use

You agree not to:

- Use Goome for any illegal or unauthorised purpose.
- Reverse engineer, decompile, or disassemble any part of the software, except where this restriction is prohibited by mandatory law.
- Use automated scripts, bots, or scrapers to access the Service.
- Interfere with or compromise the security of the Service or other users' accounts.
- Share your account credentials or transfer your account.
- Damage, disable, overload, or impair the Service or interfere with other users' use of it.
- Use Goome to develop a competing product.

We may suspend or terminate accounts that breach these rules.

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8. Intellectual property

Goome, the software, design, content, and brand, is our property or licensed to us. When you subscribe, you get a limited, personal, non-transferable, non-exclusive licence to use the Service for as long as your subscription is active. You do not own the software and cannot sublicense, resell, or distribute any part of it.

Feedback

If you send us suggestions, ideas, or feedback about Goome, you give us permission to use them freely, without owing you anything in return.

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9. Updates and changes to the Service

Goome may automatically download and install updates from time to time. These may include bug fixes, security patches, performance improvements, or new features. By using Goome, you agree to receive these updates.

We may also change, add, or remove features over time. We'll try to communicate material changes in advance, but we can't guarantee that any specific feature will remain available forever.

We aim for high availability but can't guarantee the Service will be available without interruption. Planned maintenance and occasional downtime are part of operating a software service.

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10. Privacy

How we handle your data is described in our Privacy Policy, which forms part of these Terms.

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11. Disclaimers and limitation of liability

Disclaimer

The Service is provided "as is" and "as available". To the fullest extent permitted by law, we make no warranties, express or implied, about the Service, including warranties of merchantability, fitness for a particular purpose, accuracy, reliability, or non-infringement.

In particular: Goome uses computer vision and machine learning to detect posture. AI technology is inherently imperfect and may produce inaccurate or inconsistent results depending on lighting, camera quality, body type, clothing, environment, and other factors. The AI features are provided as-is, and you should not rely on them alone for any health-related decision.

Limitation of liability

To the fullest extent permitted by law, our total liability to you for any claim arising out of or relating to these Terms or your use of the Service, whether in contract, tort, or otherwise, is limited to the total amount you paid us in the twelve (12) months immediately before the event giving rise to the claim. If you haven't paid us anything, our maximum liability is €50.

We are not liable for indirect, incidental, consequential, special, or punitive damages, including loss of profits, loss of data, or business interruption, even if we have been advised of the possibility of such damages.

This limitation does not apply to: liability for death or personal injury caused by our negligence, liability for fraud or wilful misconduct, or any other liability that cannot be limited or excluded under Dutch law.

If you are a consumer with habitual residence in the EU, you keep the protection of the mandatory consumer-protection rules of your country of residence.

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12. Termination

You can cancel your subscription and close your account at any time through your account settings or by emailing support@goome.app.

We may suspend or terminate your access to the Service if:

- You materially breach these Terms.
- Your continued use poses a risk to the Service, our infrastructure, or other users.
- We are legally required to do so.

If we terminate your account without cause, we'll refund any prepaid fees for the unused portion of your subscription period. If we terminate for your breach, no refund is owed.

Upon termination, your right to use the Service ends. Provisions of these Terms that by their nature should survive termination, including those on intellectual property, disclaimers, limitation of liability, and governing law, will continue to apply after the Service ends.

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13. Governing law and disputes

These Terms are governed by Dutch law.

Any dispute arising from these Terms or your use of the Service will be brought before the **Rechtbank Noord-Nederland, locatie Leeuwarden**, the Netherlands.

If you are a consumer with habitual residence in another EU country, this clause does not deprive you of the protection of mandatory rules of your local law, including your right to bring proceedings before the courts of your country of residence.

We encourage you to contact us first at support@goome.app to try to resolve any dispute informally. Most issues can be sorted out by talking it through.

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14. Changes to these Terms

We may update these Terms from time to time. The current version is always at goome.app/legal/terms. For material changes, we'll notify active subscribers at least 30 days in advance by email or in-app message. If you don't agree, you can cancel before the changes take effect.

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15. General provisions

Entire agreement. These Terms (together with our Privacy Policy) form the entire agreement between you and us about the Service.

Severability. If any part of these Terms is found to be unenforceable, the rest stays in effect.

No waiver. If we don't enforce a right under these Terms immediately, that doesn't mean we've given it up.

Assignment. You can't transfer your rights or obligations under these Terms without our written permission. We may assign these Terms in connection with a merger, acquisition, or sale of our business.

Force majeure. We're not liable for failures or delays in performance caused by circumstances beyond our reasonable control, including natural disasters, war, pandemics, internet outages, hosting failures, or actions of third parties.

Electronic communications. By using the Service, you consent to receive electronic communications from us, emails, in-app messages, and notices, and agree that these satisfy any legal requirement that communications be in writing.

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16. Contact

- **Email:** support@goome.app
- **Post:** Goome, Postbus 134, 7900 AC Hoogeveen, the Netherlands
- **KvK:** 42005126 | **BTW:** NL005427719B93