

Terms of Use

Last updated: September 27, 2024

These Terms of Use (“Terms”, “Agreement”) are a legally binding agreement between users (“you”) and Webpeak OÜ registered and acting under the legislation of Estonia, registry code 16904672, legal address is Harju maakond, Tallinn, Lasnamäe linnaosa, Valukoja tn 8/2, 11415 (“Company”, “we”, “our” or “us”), which regulates the conditions and rules of use of our website, content, text, graphics, and software which available on the **get-chillio.app** (“Website” “Service”).

1. Agreement to terms

Before using our Service, please carefully read the terms of use of the Service, [privacy notice](#), and [cookie policy](#). If you don't agree with all of these Terms, [privacy notices](#), and [cookie policy](#), you are prohibited from using the Service and must discontinue use immediately.

By accessing or registering the Service, you confirm that you agree to be legally bound by and to comply with the Agreement. If you disagree with the Agreement, stop accessing the Service.

By using the Service, you message to us that:

- You have read, understand, and have the legal capacity to enter into the Agreement and the [privacy notice](#).
- You are more than 18 years old and agree to these terms of use and [privacy notice](#).
- You are solely responsible for keeping your login IDs, passwords, and other means of access to the Service confidential and secure from unauthorized use;

You use the Service based on “as is” and as you currently see it. We don't give any guarantees and are not responsible for not meeting your expectations, hopes, or assumptions when using our Service.

We may modify these Terms from time to time. The updated version of these Terms of Use will be effective as soon as it is accessible. You are responsible for reviewing these Terms to stay informed of updates. Your continued use of our service represents that you have accepted such changes.

The terms of the privacy notice and other supplemental terms and conditions or documents that may be posted on the Service occasionally are expressly incorporated by reference.

2. Specific restrictions

We do not provide services to individuals from the Republic of Belarus, the Russian Federation, occupied regions of Ukraine (including the Autonomous Republic of Crimea as an administrative part of Ukraine), the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea (DPRK), the Republic of Sudan, the Syrian Arab Republic, and the Bolivarian Republic of Venezuela.

We do not engage in any business with companies owned by or affiliated with the citizens of the listed countries and territories.

We reserve the right to terminate the Agreement without compensation or refund and deny the use of the Services to anyone who supports aggression against Ukraine, such as paying taxes or fees to the aggressor country or is affiliated with countries promoting aggression against Ukraine.

3. Disclaimers

The Service may only be appropriate for some persons and is not a substitute for professional healthcare services. The Service is a tool to support well-being and fitness goals, not a substitute for professional healthcare.

The company does not offer or provide any form of medical advice, health insurance, or other healthcare services. This includes but is not limited to counseling, testing, evaluation, prescriptions, procedures, or therapies related to exercise, nutrition, weight loss, wellness, mental health, or the prevention, diagnosis, or treatment of any injury, illness, disease, or condition (collectively referred to as “healthcare services”)

You should consult with your physician or other qualified healthcare professional to determine whether the Service is safe and effective for you. You are expressly prohibited from accessing or using the Service against medical advice or if doing so might pose any health risk. You take full responsibility for your health, life, well-being, and all decisions now or in the future.

To the maximum extent permitted by applicable law, you agree that we are not providing medical advice via the Service. All content provided through the service, whether provided by us or third parties (even if they are claiming to be a doctor) is not intended to be and should not be used in place of (i) the advice of healthcare professionals, (ii) a visit, call or consultation with healthcare professionals, or (iii) information contained on or in any product packaging or label.

We are not responsible for any health problems that may result from the use of the Service. Should you have any health-related questions, please call or see your physician or other healthcare provider promptly.

Your Service use does not constitute or create a doctor-patient, therapist-patient, or other healthcare professional relationship between you and the Company.

The Company does not assume any liability for inaccuracies or misstatements about fitness plans or other content on the Service. Before using or consuming a product, you should carefully read all information provided by the manufacturers, whether online or on the actual product packaging and labels.

We make no guarantees concerning the level of success you may experience, and you accept the risk that results will differ for each individual. The testimonials and examples that may be provided on the service are exceptional results, which do not apply to an average person. We cannot guarantee your future results or success.

As with any Service, your results may vary and will be based on many variables, including but not limited to your individual capacity, life experience, unique health and genetic profile, starting point, expertise, and level of commitment. The use of the Service should be based on your own due diligence, and you agree that the Company is not liable for any success or failure directly or indirectly related to the available plans and use of the Service.

In addition to all other limitations and disclaimers in these Terms, the Company disclaims any liability or loss in connection with the content provided on the Service. You are encouraged to consult with your doctor and other relevant professionals regarding the information contained in or accessed through the service.

4. Use of the Service

Development Plan. Our Website provides users with a structured development plan designed to help them overcome procrastination and enhance productivity. This plan consists of daily lessons that users are encouraged to complete to understand practical life strategies better.

Content Format. The lessons provided within the development plan include a combination of educational content in text and picture formats. Users will engage with this content to facilitate learning and personal growth.

Interactive Tasks. Each lesson incorporates interactive tasks for reflection, including question-and-answer formats similar to quizzes. These tasks are designed to encourage deeper thinking and self-assessment, allowing users to apply the concepts learned in practical ways.

User Responsibilities. Users are responsible for actively participating in the development plan by completing daily lessons and engaging with the provided content and tasks. It is recommended that users set aside dedicated time each day to maximize their learning experience.

Please note that the provided plans are optional. The Company is not responsible for the User's results in following the plans, does not provide medical advice and consultations, and is not a medical product. Please consult your doctor or medical professional before using the Service.

5. Account

You must sign up for the account and pass user authentication to use the Service. What do you need to create the account?

- enter your email;
- paid subscriptions;

We reserve the right to delete, block, or restrict access to your account without any obligation to you. For example, in cases of violation of these conditions and use of the Service, the rights of users and third parties are violated.

6. End-user license agreement (EULA)

Under these Terms, we grant you a personal, worldwide, revocable, non-transferable, and non-exclusive license to access and use the Service for private and non-commercial purposes.

This license is for the sole purpose of enabling you to enjoy the benefits of the Service and the content available on it, as stated herein, and also for your personal use only.

Under this license, it is prohibited to use the Service or any of its materials, including but not limited to parts of it, for commercial or promotional purposes without our prior written consent.

User has no right:

- copy or reproduce the Service, content or any part of the Service other than under the license granted in this Agreement;
- sell, resell, rent, lease, loan, supply, distribute, redistribute, publish, or republish the Service, content or any part of the Service;
- modify, alter, adapt, translate or edit, or create derivative works of the Service, content, or any part of the Service;
- reverse engineer, decompile, or disassemble the Service, content, or any part of the Service;
- copy, modify, transmit, distribute, publicly display, demonstrate, create any derivative works (products); use or in any way reproduce any copyrighted materials, images, screenshots, trademarks, trade names, proprietary information, service marks, and other objects of intellectual property available on the Service;
- this list is not exhaustive

7. Subscriptions and charges

The cost and type of subscription are available to users on the Service. Depending on your country, the rate of foreign exchange, and the kind of payment, you can be additionally charged commission fees.

Your payments are processed via third-party payment processors. We are not responsible for any errors, omissions, and all other deficiencies caused by such payment processors and for any loss, damage, or other liabilities incurred as a result of your use of such payment processors.

You choose one of our subscriptions and confirm your purchase. After that, the user will get access to the content for the paid subscription period.

Automatically renew. Paid subscriptions automatically renew unless auto-renew is turned off. **IF YOU DO NOT CANCEL YOUR SUBSCRIPTION, WE MAY CHARGE YOU FOR THE RENEWAL PERIOD.** The duration of the auto-renewal will match your original subscription period unless we inform you otherwise. The renewal price will not exceed the previous subscription rate, excluding any special introductory or discount rates, unless we notify you of a price change before the renewal.

Discount. Occasionally, we offer users a discount on subscriptions. Please note that after the end of the subscription period, you will be automatically charged for the total subscription price.

Automatic Conversion. Unless you cancel before the end of discount subscriptions, your subscription will automatically convert to a paid subscription. By entering your payment details, you authorize us to charge you for the subscription fee at the end of the discount subscriptions.

If the user no longer wishes to use our Service, you must cancel the automatic charge before the selected subscription ends. **TO CANCEL AUTOMATIC CHARGES AND SUBSCRIPTION RENEWAL, THE USER MUST WRITE TO SUPPORT AT SUPPORT@GET-CHILLIO.APP 24 HOURS BEFORE THE END OF THE SUBSCRIPTION.**

The user must send all subscription requests using the email used to log in to the Website.

8. Refund rules

Users have the right to cancel a Service within 14 days from the date of purchase without providing any reason. This period is commonly known as the "cooling-off period". You must contact our customer support at support@get-chillio.app to initiate a cancellation during this period.

The terms and conditions of refunds are specified in the [Refund Policy](#).

9. Intellectual Property Protection

All content displayed on this Service, including but not limited to text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of the Company or its Licensors and content suppliers and is protected by international copyright laws.

The Company is the sole owner or Licensee of all intellectual property rights to the content on this Service unless explicitly stated otherwise. Users are strictly prohibited from copying, reproducing, modifying, distributing, displaying, performing, or transmitting any of the contents of this Service for commercial purposes without obtaining prior written permission from the Company.

All trademarks, service marks, and trade names used on this Service are proprietary to the Company or other respective owners. Use of these marks without the express written consent of the Company or the respective owner is strictly prohibited.

The Company reserves the right to pursue legal action against any unauthorized use of its intellectual property.

10. Fee Changes

We may modify the subscription fees at its sole discretion and at any time. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with reasonable prior notice of any change in Subscription fees to allow you to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

If a user cancels a subscription and then decides to subscribe again, this user will be offered a new subscription fee.

11. Third parties' Service and services

The Service may depend on or contain links to other websites and services. For instance, payment systems that help us process user payments.

The access and use of the other Services and services we do not control are governed by third parties and do not fall under these Terms.

We are not responsible for the content, functions, and services offered through third-party Services or services and for any loss, damage, or other liabilities incurred due to your use of such Services, services and their content or functions. We do not control the features available or accessed through them.

You acknowledge that other terms of service (or equivalents) and privacy notice (or equivalents) apply to your use of third-party Services, services, and their content or functions.

We expressly disclaim any responsibility or liability for any material communicated by such third-party Services and services or for any loss or damage incurred due to the use thereof.

12. Indemnification

You agree to defend, indemnify, and hold us harmless and our licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

- your use and access to the Service;
- a breach of these Terms.

13. Limitation Of Liability

In no event shall we, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- your access to or use of or inability to access or use the Service;
- any conduct or content of any third party on the Service;
- unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose;
- violations by users or third parties of the rights to the intellectual property of third parties admitted using our Service;
- cases where the functionality of the Service is disrupted or limited as a result of a malfunction of a mobile device, Internet provider, or mobile operator;

14. Warranties

We don't warrant that:

- the Service will function uninterrupted, be secure, or be available at any particular time or location;
- any errors or defects will be corrected;
- the Service is free of viruses or other harmful components;
- the results of using the Service will meet your requirements.

Some jurisdictions don't allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the restrictions above may not apply to you.

15. Personal data

We collect and process your data to provide our Service for the service. The [privacy notice](#) and [cookie policy](#) section describes how your data can be collected, processed, and transmitted.

16. User guarantees

By registering, actually using, or visiting our Service, you guarantee the following:

- the compliance with age restrictions;
- that you will use the service for personal use;
- not to provide emails, logins, passwords, as well as access to your account to third parties;
- that you have all the powers (competence and legal capacity) to register on the Service;
- that you will not use the service for fraud, scam, or other atrocities; insults defaming the honor and dignity of other users; unapproved collection, process, and distribution of personal data of other users;
- not to violate the terms of use established by the service;
- not to violate the rights of other users, including but not limited to the intellectual property rights of third parties.

17. Service rules

By using our service, you agree to comply with the rules outlined in this document, including but not limited to the following prohibited activities.

You're not supposed to:

- use the service for fraudulent activities;
- threaten, humiliate, harass, harm the reputation, and insult other users, your customers, and counterparties; violate the rights of other users, as well as persons who are not users of the service;
- create more than one account;
- collect, process, and distribute personal data of other users;
- transfer logins and passwords from your account to third parties;
- impersonate other users and publish content that does not belong to you;
- use the service to cause harm to third parties;
- perform any other actions that contradict Estonia, EU, USA legislation, international legislation, as well as moral values and common sense;
- upload viruses or other malicious code or otherwise violate the security of the service;
- hack, guess passwords to user accounts;
- use the service to sell sexual services;

We have the right to delete, restrict access, or block content or the account as a whole for non-observance of the terms and conditions in this document.

18. Dispute resolution and Governing Law

This Agreement shall be governed by and construed under the Laws and Regulations of Estonia and EU.

In case of disputes between users and us concerning this document's terms, the dispute's subject's settlement shall be resolved in a pre-trial manner through negotiations and agreement on the peaceful settlement of the dispute.

Users' complaints and claims are accepted to the email address. Our support app will contact you in the shortest lines. The time limit for considering a complaint or claim is 30 days.

The Parties irrevocably submit to the exclusive jurisdiction of the courts of Estonia to hear and determine any suit, action, or proceedings or settle any dispute arising out of or in connection with this Agreement and to enforce any judgment.

Suppose a court of competent jurisdiction finds any provision of this Terms, or a portion thereof, unenforceable. In that case, that provision shall be enforced to the maximum extent permissible to affect the intent of this Terms, and the remainder shall continue in full force and effect. A printed version of these Terms shall be admissible in judicial or administrative proceedings.

19. Termination

Termination by Us. We reserve the right at our sole discretion to modify, suspend, or discontinue the Service, content, features, or offers available via the Service at any time in the following cases:

- your violation of the Terms;
- attempts to inflict damages on the reputation or normal work of the Service;
- other cases expressly stipulated in the Terms.

We reserve the right to take whatever lawful actions we may deem appropriate in response to actual or suspected violations of these Terms, including, without limitation, the suspension, cancellation, or termination of your license (in whole or in particular part) and access to the account and Service.

We will cooperate with legal authorities or third parties to investigate any suspected or alleged crime or civil wrong.

Termination by You. You may terminate the Agreement with us by canceling your Account and stopping accessing the Service.

Consequences of the Termination. If the agreement is terminated, all permissions and licenses under these Terms will immediately terminate without our obligation to provide refunds.

20. Terms of use changing

We are constantly working on the development of our service, as well as the services that we provide, for more convenient and comfortable use. Therefore, the service use policy may be changed occasionally and supplemented by new provisions.

When the terms change, we will notify you in advance of such changes so that you can familiarize yourself with the new terms and conditions.

21. Miscellaneous

The company may freely assign its rights or obligations under this agreement without the user's consent. Save as expressly provided in this agreement, the users must not assign, transfer, charge, license, or otherwise dispose of or deal in this agreement or any of its rights or obligations.

Upon termination, all provisions of these Terms, which, by their nature, should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.

All claims between the parties related to these Terms will be litigated individually. The parties will not consolidate or seek class treatment for any claim unless previously agreed to in writing by the parties.

22. Contacts

Contact for use by users: support@get-chillio.app