

Terms and Conditions of Use (Avory – Beta Version)

Last Updated: 13.03.2025

1. Introduction

Welcome to Avory! Avory is a digital fitness and health coaching platform that integrates directly into existing messaging platforms, including WhatsApp and Telegram. Avory is currently in its beta phase, which means you are granted early access to test the product while we continue to refine and improve the experience.

These Terms and Conditions (“Terms”) govern your use of the Avory beta application (“Service”). By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

2. Eligibility

To use Avory, you must:

- Be at least 18 years old (or the minimum legal age in your jurisdiction).
- Agree to comply with these Terms.
- Not be prohibited from using the Service under applicable laws or regulations.

By using the Service, you confirm that you meet these eligibility requirements.

3. Scope of the Beta Service

The beta version of Avory is provided for testing and evaluation purposes only. As this is a beta version, you understand and agree that:

- The Service may contain bugs, errors, or other technical issues.
- Avory may change, update, or discontinue any feature or functionality at any time without prior notice.
- Your use of the Service is at your own risk.
- Avory makes no guarantee regarding the availability, reliability, or accuracy of the Service during the beta period.

4. Account and Registration

To use Avory, you may need to create an account or link your existing account through a messaging platform (e.g., WhatsApp). You agree to provide accurate and complete information when registering and to keep this information updated.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. If you believe your account has been compromised, you must notify us immediately at [support@Avory.com].

5. Use of the Service

You agree to use Avory only for personal, non-commercial purposes. You agree not to:

- Use the Service in any way that violates applicable laws or regulations.
- Copy, modify, or create derivative works of the Service.
- Attempt to reverse-engineer, decompile, or disassemble any part of the Service.
- Use the Service to harm, harass, or interfere with others.

Avory reserves the right to suspend or terminate your access to the Service if you violate these Terms.

6. Health and Safety Disclaimer

Avory provides fitness and health recommendations based on available data and input from sports science experts. However, Avory is not a medical service and does not provide medical advice, diagnosis, or treatment.

By using the Service, you confirm that:

- You are in good health and capable of performing physical activity.
 - You will consult a physician before beginning any new workout or nutrition program if you have any medical conditions or concerns.
 - Avory is not liable for any injuries, health issues, or damages resulting from the use of the Service.
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7. Fees and Payments

The beta version of Avory is provided free of charge. Avory reserves the right to introduce subscription plans or other fees following the beta period. Users will be notified in advance of any changes to the pricing structure.

8. User-Generated Content

You may have the option to submit feedback, suggestions, or other content while using Avory. By submitting content, you grant Avory a non-exclusive, royalty-free, worldwide license to use, modify, reproduce, and distribute that content for the purpose of improving the Service.

Avory reserves the right to remove any content that violates these Terms or is otherwise harmful or inappropriate.

9. Intellectual Property

All content, trademarks, logos, and intellectual property related to Avory are the property of Avory or its licensors. You are granted a limited, non-exclusive, non-transferable license to use the Service for personal, non-commercial use only.

You may not:

- Use Avory's trademarks or branding without prior written consent.
 - Reproduce, distribute, or publicly display Avory's content without permission.
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10. Data Privacy

Your privacy is important to us. Avory collects and processes personal data in accordance with its Privacy Policy, which outlines how we handle your data, including information about workouts, nutrition, and personal preferences.

By using Avory, you consent to the collection and use of your data as described in the Privacy Policy.

11. User Communications and Product Improvement

By using the Avory Service, you explicitly consent to the collection, storage, and review of all communications (including messages, chats, and any other forms of communication transmitted via the Service) for the sole purpose of improving our product, troubleshooting issues, and enhancing overall service quality. Avory reserves the right to access, monitor, and analyze these communications directly or via anonymized and aggregated data sets. This analysis helps us refine features, fix bugs, and develop new functionalities for our users. If you do not agree to this use of your communications data, you should refrain from using the Service.

12. Termination

You may stop using the Service at any time. Avory reserves the right to suspend or terminate your access to the Service if you violate these Terms or if we decide to discontinue the beta program.

Upon termination, any user data or settings may be deleted, and Avory has no obligation to retain or restore any data.

13. Limitation of Liability

To the fullest extent permitted by law, Avory, its affiliates, and its licensors are not liable for:

- Indirect, incidental, or consequential damages arising from your use of the Service.
 - Loss of data, business interruption, or technical failures.
 - Any injury or health-related issues resulting from the use of Avory's recommendations or training plans.
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14. Indemnification

You agree to indemnify and hold Avory, its officers, directors, employees, and affiliates harmless from any claims, damages, losses, or expenses arising from your use of the Service or violation of these Terms.

15. Modifications to the Terms

Avory reserves the right to modify these Terms at any time. Any changes will be communicated through the Service or via email. Your continued use of the Service after such modifications will constitute acceptance of the updated Terms.

16. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of [Your Country/State], without regard to conflict of law principles. Any disputes arising from these Terms will be subject to the exclusive jurisdiction of the courts of [Your City/Country].

17. Contact

If you have any questions about these Terms, you can contact us at:

Avory Support Team

Email: peter.schoeberl@coach-avory.com

By using Avory, you acknowledge that you have read, understood, and agree to these Terms and Conditions