

TERMS AND CONDITIONS OF USE

Avery – Beta Version

Last Updated: 13.03.2025

1. Introduction

Welcome to Avery! Avery is a digital fitness and health coaching platform that integrates directly into existing messaging platforms, including WhatsApp and Telegram. Avery 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 Avery 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 Avery, 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 Avery 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.
- Avery 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.

- Avery makes no guarantee regarding the availability, reliability, or accuracy of the Service during the beta period.
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4. Account and Registration

To use Avery, 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@avery.com].

5. Use of the Service

You agree to use Avery 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.

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

6. Health and Safety Disclaimer

Avery provides fitness and health recommendations based on available data and input from sports science experts. However, Avery 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.

- Avery 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 Avery is provided free of charge. Avery 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 Avery. By submitting content, you grant Avery a non-exclusive, royalty-free, worldwide license to use, modify, reproduce, and distribute that content for the purpose of improving the Service.

Avery 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 Avery are the property of Avery 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 Avery's trademarks or branding without prior written consent.
 - Reproduce, distribute, or publicly display Avery's content without permission.
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10. Data Privacy

Your privacy is important to us. Avery 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 Avery, you consent to the collection and use of your data as described in the Privacy Policy.

11. Termination

You may stop using the Service at any time. Avery 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 Avery has no obligation to retain or restore any data.

12. Limitation of Liability

To the fullest extent permitted by law, Avery, 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 Avery's recommendations or training plans.

13. Indemnification

You agree to indemnify and hold Avery, 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.

14. Modifications to the Terms

Avery 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.

15. 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].

16. Contact

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

Avery Support Team

Email: support@go-avery.com

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