Ovela Interactive Service Agreement

Current version. Last updated on 15st September 2025

INTRODUCTION

Ovela Interactive SL ("Ovela Interactive" or "we") is the owner of the **Wellnessgeni interactive platform** and provider of online communication services located at https://wellnessgeni.com (the "Platform").

The Platform means all the components of online services and technology provided at https://wellnessgeni.com that allow registered users to interact and communicate with an Al avatar model.

For the purposes of this Agreement:

- Ovela Interactive SL means a legal entity registered under the laws of Andorra with its registered address at Bonaventura Armengol 15,3r,3a AD500 Andorra La Vella.
- **User** means an individual who registers at the Platform and pays for its services.

By registering, the User agrees to be bound by this Agreement. Ovela Interactive reserves the right to change this Agreement at any time. Users will be notified of updates on https://wellnessgeni.com. Continued use of the Platform after updates means the User accepts the revised Agreement.

1. REGISTRATION

- The User must be of legal age and authorized to enter into contracts.
- Registration requires completing an online form with accurate and complete information.
- The User is responsible for updating registration details and for keeping account credentials secure.
- Unauthorized use of an account is the sole responsibility of the User. Ovela Interactive is not liable for damages caused by unauthorized account use.
- By registering, the User consents to Ovela Interactive processing personal data in line with the **Privacy Policy** (Appendix 1).

2. SERVICES

The Platform provides:

- Communication with an AI avatar (text, sound, animated video responses).
- Digital content (images, video clips, structured wellness plans).
- Customization features (settings, reminders, behavior packs, memory features).

Ovela Interactive reserves the right to:

- Limit or change available content.
- Restrict downloadable content to protect intellectual property.

The User is strictly prohibited from uploading offensive or harmful content to the Platform.

3. DATA & PRIVACY

- Ovela Interactive processes data under GDPR and EU consumer laws.
- User data (messages, preferences, interaction history) may be stored temporarily to provide continuity of service.
- Long-term memory features are optional and require explicit user consent. Users can delete their memory data at any time in settings.
- More information is provided in the Privacy Policy (Appendix 1).

4. PRICING, BILLING & PAYMENT

- Services are provided on a subscription basis. Current subscription tiers are displayed on https://wellnessgeni.com/subscription.
- By registering, the User authorizes recurring charges via **Stripe** (https://stripe.com).
- All payments are in EUR, inclusive of applicable VAT where required.
- Additional transaction fees (e.g., currency conversion, bank charges) are the User's responsibility.
- Invoices are issued electronically and accessible in the User's account.

5. TERMINATION & CANCELLATION

- During the initial trial or promotional period (if applicable), either party may terminate this Agreement with 7 days' written notice, without cause or liability.
- After the trial period, Users may cancel subscriptions at any time. Access continues until the end of the billing cycle.
- Ovela Interactive may suspend or terminate accounts that violate this Agreement, misuse services, or fail to pay fees.

6. DIGITAL CONTENT LICENSE

- All Al avatars, images, videos, and digital content provided through the Platform are the intellectual property of Ovela Interactive SL.
- Users are granted a **personal**, **non-transferable license** to access and use the content.
- Distribution, resale, or modification of content without written authorization is strictly prohibited.
- Premium content (downloadable packs) may be used for personal purposes only and will carry a visible watermark.

7. GENERAL TERMS

- This Agreement is governed by the laws of Andorra.
- Any disputes will be subject to the exclusive jurisdiction of Andorran courts.
- Ovela Interactive shall not be liable for interruptions caused by technical issues, third-party providers, or force majeure events.
- The User agrees not to misuse the Platform in ways that could harm its reputation, services, or other Users.

APPENDIX 1 – PRIVACY POLICY (Summary)

- We collect only necessary data to provide services (e.g., account info, interactions, subscription details).
- Data is processed under GDPR principles: lawfulness, fairness, transparency, minimization, accuracy, storage limitation, integrity, and confidentiality.
- Users can request data deletion or portability at any time.
- Optional memory features require explicit opt-in consent with clear ability to opt out or delete stored memory.