

# Terms of Use — Kettlebell EMOM Builder

**Last updated:** September 30, 2025

## 1. Acceptance of Terms

By accessing or using **Kettlebell EMOM Builder** (the “App” or “Service”), you agree to be bound by these Terms of Use (“Terms”). If you do not agree, please do not use the App.

## 2. Use of the App

- You may use the App for your **personal, non-commercial** use only.
- You may not reverse engineer, decompile, copy, modify, distribute, sublicense, or otherwise exploit the App, in whole or in part.
- You must comply with all applicable laws in your use.

## 3. Fitness / Health Disclaimer

The App offers workout plans and exercise guidance, but it does **not** provide medical advice, diagnosis, or treatment.

You **should consult your physician or another qualified health professional** before beginning any exercise program, especially if you have an existing medical condition, injury, are pregnant, or are new to training.

By using the App, you confirm that you are in good health and physically able to perform kettlebell exercises. You acknowledge and accept that all exercise involves risk of injury, and you voluntarily assume full responsibility for your participation. We are not responsible for any injuries, health problems, or other issues that may result from your use of the App.

## 4. Intellectual Property

All content, code, design, and materials in the App are owned by or licensed to us. You receive a limited, non-exclusive, non-transferable license to use the App for personal use, subject to these Terms.

## 5. Third-Party Providers & External Links

The App may integrate or rely on third-party services (e.g. analytics providers, payment processors). We are not responsible for their actions or uptime. Use of such services is also subject to their own terms.

## 6. Subscriptions and Payments

- Some features may be offered on a paid subscription basis through the Apple App Store (and later, possibly Google Play).
- Subscriptions are managed and billed by the platform provider. Cancellation and refunds follow their policies.
- Prices may vary by region and may change over time.

## 7. Termination

We reserve the right to suspend or terminate your access at our sole discretion, without notice, for violation of these Terms or misuse of the App. These Terms survive termination.

## 8. Warranty Disclaimer & Limitation of Liability

- The App is provided “as is” and “as available.” We make no warranties that it will be uninterrupted, error-free, or that bugs will be fixed.
- To the maximum extent permitted by law, we disclaim all implied warranties, including merchantability and fitness for a particular purpose.
- In no event shall we be liable for any indirect, incidental, special, consequential, or punitive damages (including loss of profits, data, or injury) arising from or related to your use of the App.
- Nothing in these Terms excludes liability for death or personal injury caused by our gross negligence or willful misconduct.

## 9. Changes to Terms

We may update these Terms at any time. Changes become effective when posted in the App or on our website. Your continued use constitutes acceptance of the new Terms.

## 10. Governing Law & Disputes

These Terms are governed by the laws of **Austria**. If you are an EU consumer, you may also benefit from mandatory consumer protection provisions in your country of residence.

Disputes will be subject to the non-exclusive jurisdiction of the Austrian courts in Vienna, unless otherwise required by applicable law.

## 11. Severability

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

## 12. Contact

If you have questions or notices regarding these Terms, contact us at:

Clemens Prerovsky

Email: [contact@kbemom.com](mailto:contact@kbemom.com)