

Terms and Conditions for HealthTrack Mobile App

Effective Date: October 20, 2024

Welcome to **HealthTrack**. These Terms and Conditions govern your use of the HealthTrack mobile application ("App") and the services provided by us. Please read these Terms carefully before accessing or using our services.

By accessing or using the App, you agree to be bound by these Terms and Conditions, including any future modifications. If you do not agree to any part of these Terms, please do not use the App.

1. Acceptance of Terms

By downloading, installing, or using HealthTrack, you agree to these Terms and Conditions, the Privacy Policy, and all applicable laws and regulations. If you do not agree to these Terms, you must cease using the app immediately.

2. Changes to Terms

We may modify these Terms at any time by posting the modified Terms within the App or on our website. It is your responsibility to review these Terms periodically. Continued use of the App after the Terms have been modified indicates your acceptance of the changes.

3. Eligibility

To use HealthTrack, you must be at least 18 years old or have parental consent. By using the app, you represent and warrant that you meet these eligibility requirements.

4. Account Registration and Security

4.1 Account Registration

To access some features of the App, you may be required to create an account. You agree to provide accurate, complete, and up-to-date information. Failure to do so constitutes a breach of these Terms, which may result in the termination of your account.

4.2 Security

You are responsible for maintaining the confidentiality of your account password and for any activity that occurs under your account. If you suspect any unauthorized use of your account, you must notify us immediately. We will not be liable for any losses caused by unauthorized use of your account, but you may be liable for our losses or the losses of others due to such unauthorized use.

5. User Responsibilities

5.1 Proper Use of the App

You agree to use the App for its intended purpose: tracking your health, fitness, and wellness goals. You agree not to:

- Use the App for any illegal or unauthorized purpose.
- Engage in any conduct that could harm the integrity of the App, its users, or any related services.
- Violate any applicable local, state, national, or international law in connection with your use of the App.

5.2 No Medical Advice

The information and services provided through HealthTrack are for general health and wellness purposes only and are not intended to be medical advice. Always consult with a qualified healthcare professional before starting any new exercise, diet, or wellness program. HealthTrack does not replace the advice of a healthcare professional.

5.3 Content Sharing

If the App allows for user-generated content such as activity logs or achievements, you are responsible for ensuring that any content you share is not harmful, offensive, or otherwise in violation of the law. We reserve the right to remove any content that violates these Terms.

6. Subscription and Payment

6.1 Free Services

HealthTrack offers free access to certain features of the App, which may be subject to limitations.

6.2 Paid Subscriptions

HealthTrack offers premium services that require a paid subscription. By subscribing, you authorize HealthTrack to charge your payment method for recurring fees until you cancel the subscription. The subscription will automatically renew at the end of each billing cycle unless you cancel your subscription prior to the renewal date.

6.3 Cancellation and Refund Policy

You may cancel your subscription at any time by following the instructions within the App. Cancellations will take effect at the end of the current billing cycle. Subscription fees are non-refundable except as required by law.

7. Privacy and Data Use

7.1 Data Collection

HealthTrack collects and processes certain personal data about you, such as your name, email address, location, and health data, to provide its services. By using the App, you consent to

the collection and use of this data in accordance with our **Privacy Policy**, which is incorporated into these Terms by reference.

7.2 Data Security

While we take reasonable steps to protect your personal data, no method of transmission over the Internet or method of electronic storage is completely secure. Therefore, we cannot guarantee the absolute security of your information. You agree that HealthTrack will not be held liable for any security breaches.

8. Intellectual Property Rights

8.1 Ownership

All intellectual property rights in the App and its content, including but not limited to the design, graphics, logos, and software, are owned by HealthTrack or its licensors. You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use only.

8.2 Restrictions

You may not modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, or sell any content or information obtained from the App without prior written consent from HealthTrack.

9. Third-Party Services and Links

9.1 Third-Party Integrations

HealthTrack may include integrations with third-party services, such as fitness devices or health-related APIs. Your use of these third-party services is governed by the terms and conditions of the respective third-party providers. HealthTrack does not control or endorse third-party services, and we are not responsible for their actions or omissions.

9.2 External Links

The App may contain links to external websites. These links are provided for your convenience, and HealthTrack has no control over the content of these external sites. We do not endorse or assume any responsibility for third-party websites.

10. Disclaimer of Warranties

10.1 General Disclaimer

The App and all content and services provided are available "as is" and "as available" without any warranties of any kind, express or implied. HealthTrack does not warrant that the App will be free of defects, interruptions, viruses, or other harmful components.

10.2 Health Disclaimer

HealthTrack makes no warranties regarding the accuracy, reliability, or completeness of the health-related information provided through the App. You assume full responsibility for the use of the App and its contents and any decision you make based on the information provided.

11. Limitation of Liability

11.1 No Liability for Indirect Damages

To the fullest extent permitted by law, HealthTrack and its affiliates shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, profits, goodwill, or other intangible losses arising out of or related to your use of the App.

11.2 Aggregate Liability

In no event shall HealthTrack's aggregate liability exceed the total amount paid by you, if any, for accessing the App in the 12 months preceding the claim.

12. Termination

12.1 Termination by HealthTrack

We reserve the right to terminate or suspend your access to the App at any time, with or without cause or notice. Grounds for termination include but are not limited to violations of these Terms.

12.2 Effect of Termination

Upon termination, your right to use the App will immediately cease, and any data or information associated with your account may be deleted or inaccessible. HealthTrack will not be liable for the deletion of such data.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of the jurisdiction in which HealthTrack operates, without regard to its conflict of law provisions.

13.2 Dispute Resolution

Any disputes arising out of or related to these Terms shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, unless prohibited by law.

14. Miscellaneous

14.1 Entire Agreement

These Terms constitute the entire agreement between you and HealthTrack concerning your use of the App. Any prior agreements, representations, or understandings are hereby superseded.

14.2 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court, the remaining provisions will continue to be valid and enforceable.

14.3 Waiver

The failure of HealthTrack to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision.

Contact Us If you have any questions about these Terms, please contact us at support@healthtrack.com.