

Terms and Conditions for Swoofit / Swoofit PT

Last Updated: April 25, 2025

1. ACCEPTANCE OF TERMS

By downloading, installing, accessing, or using Swoofit or Swoofit PT (hereinafter referred to as the "App"), you agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, please do not download, install, access, or use the App.

2. DEFINITIONS

- "App" refers to the Swoofit or Swoofit PT mobile application available on iOS and Android platforms.
- "Company" refers to the owner and operator of Swoofit/Swoofit PT.
- "User" or "You" refers to any individual who downloads, installs, accesses, or uses the App.
- "Content" refers to all information, text, graphics, photos, videos, sounds, and other materials within the App.
- "User Content" refers to any content uploaded, shared, or created by Users within the App.

3. ELIGIBILITY

3.1 You must be at least 18 years of age to use the App.

3.2 If you are under 18 years of age, you may only use the App with the consent and supervision of a parent or legal guardian who agrees to be bound by these Terms.

4. USER ACCOUNTS

4.1 You may need to create an account to use certain features of the App.

4.2 You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

4.3 You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

4.4 The Company reserves the right to suspend or terminate your account if any information provided proves to be inaccurate, false, or outdated.

5. PRIVACY

5.1 Your privacy is important to us. Our Privacy Policy describes how we collect, use, and disclose information about you and your use of the App.

5.2 By using the App, you consent to the collection, use, and disclosure of your information as described in our Privacy Policy.

6. LICENSE AND APP USAGE

6.1 Subject to your compliance with these Terms, the Company grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the App for your personal, non-commercial use.

6.2 You agree NOT to:

- Use the App for any illegal purpose or in violation of any local, state, national, or international law
- Harass, abuse, threaten, or intimidate other users
- Interfere with or disrupt the App or servers or networks connected to the App
- Attempt to gain unauthorized access to any portion of the App
- Use the App to transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature
- Modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the App
- Remove any copyright, trademark, or other proprietary rights notices from the App
- Use the App to develop a competing product
- Use automated scripts to collect information from or interact with the App
- Use the App in any manner that could damage, disable, overburden, or impair the App

7. USER CONTENT

7.1 You retain all ownership rights to your User Content.

7.2 By submitting User Content to the App, you grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the User Content in connection with the App and the Company's business.

7.3 You represent and warrant that:

- You own or have the necessary rights to share your User Content
- Your User Content does not violate the rights of any third party, including intellectual property rights and privacy rights
- Your User Content complies with these Terms and all applicable laws and regulations

7.4 The Company reserves the right to remove any User Content at its sole discretion without prior notice.

8. PROHIBITED CONTENT

8.1 You agree not to upload, share, or create any User Content that:

- Is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, or invasive of another's privacy
- Infringes upon or violates any intellectual property rights or other rights of any person or entity
- Contains software viruses or any other computer code designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment
- Constitutes unauthorized or unsolicited advertising, promotional materials, junk mail, spam, or any other form of solicitation
- Impersonates any person or entity
- Contains medical or health advice that could be harmful if followed without professional supervision
- Promotes dangerous physical activities that could lead to injury

9. HEALTH AND FITNESS DISCLAIMER

9.1 The App provides general fitness and health information and is not intended as a substitute for professional medical advice, diagnosis, or treatment.

9.2 Always seek the advice of your physician or other qualified healthcare provider before starting any new fitness program or making changes to your diet or exercise routine.

9.3 The Company does not guarantee specific fitness or health results from using the App.

10. SUBSCRIPTION AND PAYMENT TERMS

10.1 The App may offer subscription-based services with recurring payment options.

10.2 By choosing a subscription plan, you authorize the Company to charge the applicable fees to your selected payment method.

10.3 Subscription fees are billed in advance on either a monthly or annual basis, depending on the plan you select.

10.4 Subscriptions automatically renew unless you cancel at least 24 hours before the end of the current billing period.

10.5 No refunds or credits will be provided for partial subscription periods or unused portions of a subscription.

11. MODIFICATIONS TO THE APP AND TERMS

11.1 The Company reserves the right to modify, suspend, or discontinue the App, in whole or in part, at any time and without notice.

11.2 The Company may update these Terms from time to time. We will notify you of any changes by posting the new Terms on the App or by sending you a notification.

11.3 Your continued use of the App after the effective date of the revised Terms constitutes your acceptance of the changes.

12. TERMINATION

12.1 The Company may terminate or suspend your access to the App immediately, without prior notice or liability, for any reason whatsoever, including if you breach the Terms.

12.2 You may terminate your account at any time by contacting us or using the provided account deletion feature within the App.

12.3 Upon termination, your right to use the App will immediately cease.

13. DISCLAIMER OF WARRANTIES

13.1 THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

13.2 THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13.3 THE COMPANY DOES NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED.

14. LIMITATION OF LIABILITY

14.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM:

- YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APP
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE APP
- ANY CONTENT OBTAINED FROM THE APP
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT

14.2 IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT YOU PAID, IF ANY, TO THE COMPANY FOR USE OF THE APP DURING THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY.

15. INDEMNIFICATION

15.1 You agree to defend, indemnify, and hold harmless the Company, its officers, directors, employees, and agents, from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with:

- Your access to or use of the App
- Your violation of these Terms
- Your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property, or privacy right
- Any claim that your User Content caused damage to a third party

16. SEVERABILITY

16.1 If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

17. ENTIRE AGREEMENT

17.1 These Terms constitute the entire agreement between you and the Company regarding the App and supersede all prior and contemporaneous written or oral agreements between you and the Company.

18. CONTACT INFORMATION

18.1 If you have any questions about these Terms, please contact us at: Email: swoofit@estrato.co.uk

19. APP STORE ADDITIONAL TERMS

19.1 Apple App Store: If you download the App through the Apple App Store, you agree to Apple's Licensed Application End User License Agreement.

19.2 Google Play Store: If you download the App through the Google Play Store, you agree to Google's Terms of Service.

19.3 You acknowledge that these Terms are between you and the Company only, not with Apple, Inc. or Google, Inc., and that these third parties are not responsible for the App or its content.