



# PAVELKA APPLICATION USER TERMS AND CONDITIONS

©September 2021



## Executive Summary

By downloading this Application (App), and registering as a User by creating an Account, you agree to the Pavelka Application User Terms and Conditions (Terms and Conditions, or T&C's).

Pavelka, means Pavelka Ltd, Pavelka Singapore PTE Ltd or Pavelka Incorporated, or any other subsidiary or Affiliate of Pavelka Ltd. The registered address Pavelka is Office 1, Garrity House, Miners Way, Aylesham, Kent CT3 3BF. Company number 08730839. Collectively referred to as 'Pavelka', 'We', 'Us' or 'Our' throughout these Application User Terms and Conditions.

We strongly encourage you to review the full set of [Terms and Conditions](#) before agreeing to them, but we understand that Terms and Conditions can sometimes be complex. To help, Pavelka has summarised the following important points from our Terms and Conditions.

### [View the full set of the Pavelka Application User Terms and Conditions](#)

1. When posting content or commenting on the posts of other users you will be polite and courteous to other users.
2. You will not use abusive or threatening language.
3. You will not provide medical advice to other users.
4. You understand that Pavelka is not a medical organisation, and Content should not be construed as medical advice or diagnosis.
5. When you post content on the app you give us the right to show that content to other users of the App and reproduce that content in our marketing assets that are publicly available.
6. You allow us to store and process your personal data as per our [Privacy Policy](#).
7. The Pavelka app is not intended for use by children, and you are over the age of eighteen (18) years old.
8. As a user of the App, you will not share your username or password with a third party to enable them to access the App.
9. You may not use the Pavelka logo, The Four Elements, the image or likeness of Jessie Pavelka or any other part of the Pavelka brand in your app-based content or outside of the App without the express written permission of Pavelka.
10. You can request to have your account deleted by emailing [support@pavelka.co.uk](mailto:support@pavelka.co.uk) or using the 'Contact Us' form within the App at any time.

If, there is any conflict or inconsistency between the Terms and Conditions and this Executive Summary, the full Terms and Conditions will prevail. If you have any questions about the Pavelka Application User Terms and Conditions, please contact [support@pavelka.co.uk](mailto:support@pavelka.co.uk)

By clicking 'Accept' you acknowledge that you have read, agree with, and will comply with the Pavelka Application User Terms and Conditions and that you are over the age of 18.

## Pavelka Application User Terms and Conditions

### 1. Introduction

- 1.1 Prior to using the Pavelka Application (App), you must carefully read the following Terms and Conditions of use. By installing and registering an account on the App you agree to comply with them. If you do not comply with these Terms and Conditions at any time, we reserve the right, to terminate your user account, and/or access to the App (or any part thereof).
- 1.2 Pavelka, means Pavelka Ltd, Pavelka Singapore PTE Ltd or Pavelka Incorporated, or any other subsidiary or Affiliate of Pavelka Ltd. The registered address Pavelka is Office 1, Garrity House, Miners Way, Aylesham, Kent CT3 3BF. Company number 08730839. Collectively referred to as 'Pavelka', 'We', 'Us' or 'Our' throughout these Application User Terms and Conditions.

### 2. Interpretation and Definitions

#### 2.1 Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

#### 2.2 Definitions



For the purposes of these Application User Terms and Conditions:

- **Application** means the software program named "Pavelka" provided by the Company downloaded by You on any electronic device. We will also refer to this as an App.
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Country** refers to: England and Wales
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Pavelka Limited, Pavelka Singapore PTE Ltd, or Pavelka Incorporated, Office 1, Garrity House Miners Way, Aylesham, Canterbury, Kent, CT3 3BF UK.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available to You or by You, regardless of the form of that content.
- **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **Service** refers to any Website or Application developed, hosted and distributed by Pavelka
- **Surveys** are questions put to users either within the Application or a Website, usually relating to Wellbeing, that are used to help further understand the needs of users and enable the aggregated and anonymous reporting of trends and insights
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** means any assets owned by the Company accessed via an internet browser connection
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

### 3. Acknowledgment

- 3.1 These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.
- 3.2 Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.
- 3.3 By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions then You must not access the Service.
- 3.4 You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.
- 3.5 Your access to and use of the Service is also conditional on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

### 4. User Accounts

- 4.1 When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service. You should also ensure that you keep that information up to date.
- 4.2 You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.
- 4.3 You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.
- 4.4 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.



- 4.5 You are entirely responsible for any and all activities that occur under your user account and will indemnify us accordingly.

## 5. Content Liability

- 5.1 We want you to benefit from the guidance and tips contained within the App, but the Company is not a medical organisation, as such, Content within the App should not be construed as advice or diagnosis.
- 5.2 The Company does not accept responsibility for illness, injury or any other adverse effects through using the Application.
- 5.3 The Content provided is intended for educational/recreational purposes only and is not meant as a replacement for any therapy or treatment being received or prescribed. Medical advice should be sought before beginning any fitness exercise or regime.
- 5.4 The Company excludes all liability for damages arising out of or in connection with your use of the Application. This includes, damage caused to your Device, Device software, systems and programs and the data thereon or any other direct or indirect, consequential, and incidental damages.
- 5.5 You are urged and advised to seek medical advice before beginning any fitness, exercise or food regime.
- 5.6 All of the content provided in the App is intended for educational and recreational purposes only and is not intended as a replacement for any therapy or treatment being received or prescribed. The depth of your experience from using the App may improve with continued use but effects are not guaranteed.
- 5.7 By using the App, you agree to hold the Company, developer and any of its agents or associates free of any adverse effects that you experience as a result of using the App.
- 5.8 All of the content within the App is owned by Pavelka. Redistribution, republication or replication of any part of this App or its Content is strictly prohibited without the prior express written consent of Pavelka.

## 6. User Generated Content

- 6.1 We encourage You to upload your ideas, stories, photos, and videos, this is known as User Generated Content
- 6.2 Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness:
  - 6.2.1 Polite and courteous to other users
  - 6.2.2 Not using abusive or threatening language
- 6.3 You will not provide medical advice to other Users
- 6.4 You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libellous, defamatory, obscene or otherwise objectionable. Examples of such Content include, but are not limited to, the following:
  - 6.4.1 Unlawful or promoting unlawful activity.
  - 6.4.2 Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
  - 6.4.3 Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
  - 6.4.4 Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.
  - 6.4.5 Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
  - 6.4.6 Impersonating any person or entity including the Company and its employees or representatives.
  - 6.4.7 Violating the privacy of any third person.
  - 6.4.8 False information and features.
- 6.5 By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.
- 6.6 You represent and warrant that:
  - 6.6.1 the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and
  - 6.6.2 the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person and will indemnify the Company accordingly
- 6.7 We are happy for Users to share tips and ideas that they have learned through the Application but it is not permitted to reproduce content directly from the Application.
- 6.8 All of the Content within the App is owned by Pavelka.
- 6.9 When you post content on the app you give us the right to show that content to other users of the App and reproduce that content in our marketing assets that are publicly available.

- 6.10 The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.
- 6.11 The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, or refuse or remove any Content.
- 6.12 The Company further reserves the right to make formatting, edits and changes to any Content.
- 6.13 The Company can also limit or revoke the use of the Service if You post objectionable Content.
- 6.14 As the Company cannot control all Content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to Content that You may find offensive, indecent, incorrect, or objectionable, and You agree that under no circumstances will the Company be liable in any way for any Content, including any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of your use of any content.

## 7. Content Backups

- 7.1 Although regular backups of Content are performed, the Company do not guarantee there will be no loss or corruption of data.
- 7.2 Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.
- 7.3 The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that the Company has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

## 8. Copyright Notice and Intellectual Property

- 8.1 Copyright and international property rights exist on all material produced by the Company in relation to the Service. This material is the exclusive property of the Company and is protected by copyright and if appropriate may be registered as a Trademark. The Service and its original content features and functionality are and will remain the exclusive property of the Company.
- 8.2 You may not use the Pavelka logo, The Four Elements, the image or likeness of Jessie Pavelka or any other part of the Pavelka brand in your app-based content or outside of the App without the express written permission of Pavelka.
- 8.3 We respect the intellectual property rights of others. It is Our policy to respond to any claim that Content posted on the Service infringes a copyright or other intellectual property infringement of any person.
- 8.4 If You are a copyright owner, or authorized on behalf of one, and You believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, You must submit Your notice in writing to the attention of our Director via email at [support@pavelka.co.uk](mailto:support@pavelka.co.uk) and include in Your notice a detailed description of the alleged infringement.
- 8.5 You may be held accountable for damages (including costs and legal fees) for misrepresenting that any Content is Your copyright.

## 9. Your Feedback to Us

- 9.1 You assign all rights, title and interest in any Feedback You provide the Company. If for any reason such assignment is ineffective, You agree to grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sub-license, distribute, modify and exploit such Feedback without restriction.
- 9.2 Please address any complaints to [support@pavelka.co.uk](mailto:support@pavelka.co.uk) Your complaint will be dealt with efficiently, sensitively and in a timely manner.

## 10. Links to Other Websites

- 10.1 Our Services may include links to third-party websites, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their Terms and Conditions or Privacy statements. When you leave our Services, we encourage you to read the privacy notice of every website you visit. We do not review how any of these third parties use the data and cannot be liable for anything that they do with it.

## 11. Termination

- 11.1 We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.
- 11.2 Upon termination, Your right to use the Service will cease immediately.
- 11.3 If You wish to terminate Your Account, You may simply discontinue using the Service. Or contact [support@pavelka.co.uk](mailto:support@pavelka.co.uk) asking for your account and user data to be deleted. Your request will be acknowledged and a notification will be sent to you via email to confirm your account has been deleted within 30 days of you making the request.

## 12. Limitation of Liability

- 12.1 Notwithstanding any damages that You might incur, the entire liability of the Company and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or £100 if You haven't purchased anything through the Service.
- 12.2 To the maximum extent permitted by applicable law, in no event shall the Company or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if the Company or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.
- 12.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these jurisdictions, each party's liability will be limited to the greatest extent permitted by law.

## 13. "AS IS" and "AS AVAILABLE" Disclaimer

- 13.1 The Service is provided to You "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.
- 13.2 Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied:
  - 13.2.1 as to the operation or availability of the Service, or the information, content, and materials or products included thereon;
  - 13.2.2 that the Service will be uninterrupted or error-free;
  - 13.2.3 as to the accuracy, reliability, or currency of any information or content provided through the Service; or
  - 13.2.4 that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.
- 13.3 Some jurisdictions do not allow the exclusion of certain types of warranties or limitations on applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to You. But in such a case the exclusions and limitations set forth in this section shall be applied to the greatest extent enforceable under applicable law.

## 14. Governing Law

- 14.1 The laws of the Country shall govern this Terms and Your use of the Service and by using the Service, you agree to submit exclusively to the Courts of England and Wales to resolve any disputes arising. Your use of the Application may also be subject to other local, state, national, or international laws.

## 15. Disputes Resolution

- 15.1 If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.
- 15.2 You can contact the Company;
  - 15.2.1 In writing: Pavelka Ltd, Office 1, Garrity House, Miners Way, Aylesham, Kent CT3 3BF, United Kingdom
  - 15.2.2 By email: [support@pavelka.co.uk](mailto:support@pavelka.co.uk)

## 16. Severability and Waiver

- 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 any applicable law and the remaining provisions will continue in full force and effect.
- 16.2 Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute a waiver of any subsequent breach.

## 17. Translation Interpretation

- 17.1 If We have made these Terms and Conditions available to You on our Service available to you in a language other than English, You agree that the English language version shall prevail for the purposes of interpretation and in the case of a dispute.

## 18. Changes to These Terms and Conditions

- 18.1 We may update Our Terms and Conditions from time to time. We may notify you of any changes by posting the new Terms and Conditions on this page.
- 18.2 We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective if a revision is material, prior to the change becoming effective and update the 'Last Updated' data at the top of these Terms and Conditions.
- 18.3 What constitutes a material change will be determined at Our sole discretion.
- 18.4 By continuing to access or use Our Service after those revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, in whole or in part, please stop using the Service

## 19. Contact Us

- 19.1 If you have any questions about these Terms and Conditions, You can contact us:
- 19.1.1 By email: [support@pavelka.co.uk](mailto:support@pavelka.co.uk)
- 19.1.2 By visiting this page on our website: <https://pavelkawellness.com/contact-us/>
- 19.1.3 Or by writing to: Pavelka Ltd, Office 1, Garrity House, Miners Way, Aylesham, Kent CT3 3BF, United Kingdom

