

End User Terms

Welcome to Wellnlessly!

The all-in-one wellness program for professionals.

This document is important

This document (“End User Terms”) defines your rights and responsibilities when using our Services as a designated End User of an existing account. Capitalised terms used and not defined have the meanings outlined in the General Terms of Service.

In addition to these Terms, we recommend that you carefully read our:

- Privacy Policy, which describes how we process End User Data related to your use of the Services and our
 - Acceptable Use Policy, which sets out some of your responsibilities when using the Services.
- Together, they form a binding contract (“Contract”), the terms of which you must accept in order to use our Services.

Although the General Terms of Service do not apply to End Users, consider reading them to better understand your organisation’s (or the person that invited you to use the Services) rights and responsibilities regarding your use of the Services and the definitions of specific capitalised terms.

Contracting parties

When we say “we”, “our”, or “us”, we mean **MC TECHNOLOGIES VENTURES SRL**

Your organisation or another person that invited you to access the Services (in either case, our Customer) has already set up an account and designated you as an End User. When we say “you” or “your”, we mean you as an individual (a natural person).

Your relationship with our Customer and us

Our Customer has already accepted our General Terms or entered into a written agreement that allows him to create an account and designate End Users such as yourself to access the

Services. You acknowledge and accept that our Customer will have full authority over your role and access to the Services and will be able to replace or restrict your access, including if you are a designated representative. If you are a representative of our Customer and your replacement has been ordered, we will notify you of such actions, and you undertake to comply with all reasonable requests to facilitate your replacement.

End User Data

We call “End User Data” all the data (such as text, links, emoji, photos, videos, documents, or other information) that you may upload, store, send, share or add data in any other way using our Services. You retain all intellectual property rights in End User Data. You must ensure that End User Data does not violate applicable law or the terms of the Contract. Concerning End User Data, you warrant that you have all necessary rights to use the Services. We are not responsible for the content of End User Data or how you choose to use the Services to store and process End User Data.

You grant us a worldwide, non-exclusive, royalty-free, perpetual license and all the necessary rights to host, access, use, process, copy, distribute, perform and display End User Data in order for us to:

- provide, maintain and improve the Services;
- develop new services, products and technologies;
- prevent or solve a problem related to the provision of the Services or their security;
- respond to a request related to End User Data;
- comply with our legal obligations.

The license granted also extends to our Third Party Providers solely for the purpose of helping us provide the Services. You warrant that you can legally grant us these rights.

If we believe there is a breach of the Contract that you can remedy by deleting some or more of End User Data, in most cases, we will require you to take direct action instead of us intervening. However, if we believe that you have not taken the necessary steps, or if there is a risk of harm to us, the Services, other users or our third-party providers, we will act accordingly.

Anonymised Data and Statistics

While we will never disclose End User Data to our Customer without your consent, certain Service features use End User Data to generate anonymised reports and statistics made available to our Customer and other End Users. For example, we may provide our Customer with average poll results that End Users have responded to or general usage statistics related to our Services.

Acceptance and compliance with End User Terms and other policies

The Services are not intended for and should not be accessed or used by anyone under 18. It is your responsibility to comply with the Contract and any policies and practices that our Customer may have related to your use of the Services. We will not be responsible for how you choose to use the Services.

Content

All published articles, materials, quotes, tips, exercises and other information contained within the Services (collectively, “Content”) is protected under applicable intellectual property laws and treaties. All

Content is provided for general information only. The Content is not intended to provide advice or opinions on which you should rely when making a decision of any kind, especially, but not limited to, medical, financial, psychological or legal decisions. We make reasonable efforts to update the Content. However, we make no warranties or representations, express or implied, that the Services contain accurate, complete or up-to-date information. Please consult a professional before implementing or acting on the Content within the Services.

Medical Disclaimer

Wellnessentially provides online wellness programs for professionals. We are not a healthcare provider, and our Content should never be regarded as medical advice. Also, our Services are not registered or intended to be medical devices. While we provide our Services taking into account third-party research that suggests wellness practices may improve certain areas of life, we make no representations or guarantees, whether express or implied, that our Services provide physical or therapeutic benefit.

If you decide to participate in any physical, mental or nutrition-related activities featured within the Services (for example, if you follow a workout or breathing exercise or use our hydration tracker), you must make sure that your current health allows you to perform such activities without putting yourself in danger. We advise you to consult a licensed health care provider before beginning or modifying any exercise program or diet you undertake, including the ones featured within our Services.

Links

The Services contain links to other websites and resources provided by third parties. These links are for informational purposes only. We do not endorse, support, or encourage the sites we link or the information contained within them. We have no control over the content of these sites.

Termination of the Contract

You may stop using the Services at any time and without the need to provide a reason. However, if you choose to do so, please ensure that you comply with any Customer policies that dictate the use of our Services.

The Contract will continue until our Customer revokes or redesignates your access to the Services or if our Customers account or subscription no longer permits your use of the Services. If you wish to terminate the Contract beforehand, please contact the Customer as he alone is authorised to request this action.

There are also exceptional situations in which we could unilaterally terminate the Contract, such as:

- if you breach the provisions of the Contract;
- if we have good reason to believe that your access to and use of the Services is harmful to us, our software or hardware, other users of our Services, or third parties or violates applicable law;
- if we are ordered to do so under a court ruling or as required by law.

Before termination, we will send you a notice to the email attached to your account and provide the opportunity for you to remedy the cause of the notice and export End User Data. The termination will take effect if you do not take the necessary actions for remedy within a reasonable period of time, but no longer than 5 (five) working days from the date of communication of the notice.

We will not notify you in advance if:

- the violation of the Contract is serious (for example, you violated any of the provisions of the Acceptable Use Policy) or repeated;
- doing so could compromise, interfere or affect the security of the Services;
- we are not allowed for legal reasons;
- doing so could cause damage or endanger a third person.

In case of misunderstandings

Disclaimer of Warranties

We provide the Services with a reasonable degree of skill and diligence. Except as provided in the Contract and to the extent permitted by law, we make no warranty as to the content, availability or reliability of the Services, the features available or their ability to meet your requirements. Like most other software solutions, the Services are provided “AS IS” and “AS AVAILABLE”.

During use, you may encounter errors and limitations of the Services. You undertake to notify us of these, and we will work with you to remedy the problem.

Liability

The Contract does not limit either party's liability for death, personal injury, fraud, gross negligence or intent.

To the extent permitted by law, neither party will be liable for any loss of profit, revenue or data, loss of opportunity or any financial loss of any kind, nor for any direct or indirect damages resulting from the use or inability to use the Services. In addition, neither you nor we will be liable for losses we could not reasonably have foreseen when entering the Contract or for events beyond our reasonable control.

Force Majeure

Neither party shall be liable for its inability to comply with Contract terms due to events beyond its control. Such events may include but are not limited to denial-of-service attacks, a failure by a third party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action. We will make reasonable efforts to resume performance as events may allow. However, if the events continue for more than 60 (sixty) days, either party may terminate this Contract by delivering a notice to the other party.

Indemnification

You will indemnify us, our administrators, agents, employees and contractors against any claims, complaints, demands, liabilities, damages, losses and costs, including fines or actions by government authorities, incurred as a result of your breach of the terms of the Contract or illegal use of the Services.

Disputes and Applicable Law

The contract is governed by Romanian law. Romanian courts will be competent to judge any disputes related to the Contract.

Miscellaneous

This Contract only governs the relationship between you and us. You may not transfer any rights or obligations to third parties without our written consent, and they will have no rights under the Contract.

Either party may assign the rights and obligations conferred based on the Contract, without the other party's consent, to a corporate affiliate or if the assignment is related to a merger, acquisition, or corporate reorganisation or sale of assets.

The inability or delay of either party to exercise a right provided for in the Contract will not constitute a waiver of that right.

If any terms of this Contract were to be found invalid or unenforceable under applicable law, the rest of the Contract would remain unaffected. We agree to modify such terms in the spirit they were initially created.

All provisions of this Contract that by their nature should survive termination shall survive, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability and miscellaneous provisions.

If you have any questions or concerns about this document or any of the Contract terms, you can contact us by email at support@mctechnologies.ventures.