Terms of Use - Sleep Monitor: Snoring Tracker

I. INTRODUCTION

These Terms of Service (“Terms”, “Terms of Service”, “Agreement”, or “Service Agreement”) govern your relationship with the “Sleep Monitor: Snoring Tracker” Service (the “Service”) operated by Irakli Chikvaidze (“us”, “we”, or “Chikvaidze”). It is important that you read this carefully because you will be legally bound to these terms.

Your access to and use of the Service is based on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, customers, and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms and accept all legal consequences. If you do not agree to the terms and conditions of this Agreement, in whole or in part, please do not use the Service.

II. DESCRIPTION OF SERVICE

The “Service” The “Service” means secure import & reproduction of audio files, administrative and related systems and technologies. All software (including the Software, as defined below), applications, data, text, images, and other content made available by or on behalf of Chikvaidze. Any modifications to the Service are also subject to these Terms.

Chikvaidze reserves the right to modify or discontinue the Service or any feature or functionality thereof at any time without notice. All rights, title and interest in and to the Service will remain with and belong exclusively to Chikvaidze.

III. SUBSCRIPTIONS

Some parts of the Service are billed on a subscription basis (“Subscription(s)”). You will be billed in advance on a recurring and periodic basis (“Billing Cycle”). Billing cycles are set on a regular basis, typically weekly, monthly or yearly.

At the end of each Billing Cycle, your Subscription will automatically renew under the same conditions unless you cancel it or Chikvaidze cancels it. You can disable subscription renewal in your iTunes account settings on your device.

IV. FREE TRIAL

Chikvaidze may, at its sole discretion, offer a Subscription with a free trial for a limited period of time (“Free Trial”).

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by Chikvaidze until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, Chikvaidze reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

V. FEE CHARGES

Chikvaidze, in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the then-current Billing Cycle.

Chikvaidze will provide you with reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

VI. REFUNDS

While all amounts paid are non-refundable, certain refund requests for Subscriptions may be considered by Chikvaidze on a case-by-case basis and granted at the sole discretion of Chikvaidze.

VII. INTELLECTUAL PROPERTY

The Service and all contents, including but not limited to text, images, graphics or code are the property of Chikvaidze and are protected by copyright, trademarks, database and other intellectual property rights. You may display and copy, download or print portions of the material from the different areas of the Service only for your own non-commercial use. Any other use is strictly prohibited and may violate copyright, trademark and other laws. These Terms do not grant you a license to use any trademark of Chikvaidze or its affiliates. You further agree not to use, change or delete any proprietary notices from materials downloaded from the Service.

VIII. LINKS TO OTHER WEB SITES

The Service may contain links to third-party web sites or services that are not owned or controlled by Chikvaidze.

Chikvaidze has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Chikvaidze shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

IX. TERMINATION

You are entitled to cease using our Services at any time and for any reason without notice to us, but you will continue to be charged for Services until you disable subscription renewal in your iTunes account settings on your device.

Our duty is to keep our Service as safe and well maintained as possible. To this end, we may need to terminate accounts for violations of these Terms. In the following circumstances we will provide notice to you prior to termination of your account: (a) you are in breach of these Terms; or (b) you are using our Services in a way that can cause or has caused a risk of harm or loss to either Chikvaidze or our other customers.

X. LIMITATION OF LIABILITY

Chikvaidze, its directors, employees, partners, agents, suppliers, or affiliates, shall not be liable for (A) any loss or damage, indirect, incidental, special, consequential or punitive damages, including without limitation, economic loss, loss or damage to electronic media or data, goodwill, or other intangible losses, or (B) for any amount in the aggregate in excess of the fees actually paid by you in the six (6) months preceding the event giving rise to your claim, resulting from (i) your access to or use of the Service; (ii) your inability to access or use the Service; (iii) any conduct or content of any third-party on or related to the Service; (iv) any content obtained from or through the Service; and (v) the unauthorized access to, use of or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other claim in law, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

XI. DISCLAIMER AND NON-WAIVER OF RIGHTS

Chikvaidze makes no guarantees, representations or warranties of any kind as regards our mobile application and associated technology. Any purportedly applicable warranties, terms and conditions are excluded, to the fullest extent permitted by law. Your use of the Service is at your sole risk.

The Service is provided on an “AS IS” and “AS AVAILABLE” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance, except as provided for under the laws of any province in Canada. In such cases, the provincial law shall apply to the extent necessary.

Chikvaidze not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

If you breach any of these Terms and Chikvaidze chooses not to immediately act, or chooses not to act at all, Chikvaidze will still be entitled to all rights and remedies at any later date, or in any other situation, where you breach these Terms. Chikvaidze does not waive any of its rights. Chikvaidze shall not be responsible for any purported breach of these Terms caused by circumstances beyond its control. A person who is not a party to these Terms shall have no rights of enforcement.

You may not assign, sub-license or otherwise transfer any of your rights under these Terms

XII. EXCLUSIONS

As set out, above, some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

XIII. DISPUTE RESOLUTION

These Terms of Use shall be governed by and construed in accordance with the laws of the United States of America. Chikvaidze makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

XIV. CHANGES

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will make reasonable efforts to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

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 this mobile app.

The Change Log section below is not a part of these Terms, nor is the Terms of Service archive or any content linked therefrom.

XV. HOW TO CONTACT US

If you have any questions about this Privacy Policy, please feel free to contact us at chikvaidzeirakli96@gmail.com