

Terms of Use

1. INTRODUCTION

Anatolii Shcherban ("Anatolii Shcherban", us", "our" or "we") offers you access to its mobile application (Pulse Tracker Pro: Heart Rate) - together, our "Services". By downloading, browsing, accessing or using any mobile application ("Mobile Application"), you agree to be bound by these Terms of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms of Use, you must immediately discontinue your access to the Mobile Application and/or our online website and your use of the services offered on the Mobile Application. Continued use of the Mobile Application and/or our website will constitute acceptance of these Terms of Use, as may be amended from time to time.

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4. SERVICE CONTENT & THIRD PARTY LINKS

In some instances, Service Content will include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through our Services by anyone other than our authorized employees or spokespersons while acting in their official capacities.

Our Services may link or contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

5. RULES ABOUT USE OF THE SERVICE AND THE MOBILE APPLICATION

We will use reasonable endeavours to correct any errors or omissions as soon as practicable after being notified of them. However, we do not guarantee that the Services or the Mobile Application will be free of faults, and we do not accept liability for any such faults, errors or omissions. In the event of any such error, fault or omission, you should report it by contacting us at shchanatol11@gmail.com.

We do not warrant that your use of the Services or the Mobile Application will be uninterrupted and we do not warrant that any information (or messages) transmitted via the Services or the Mobile Application will be transmitted accurately, reliably, in a timely

manner or at all. Notwithstanding that we will try to allow uninterrupted access to the Services and the Mobile Application, access to the Services and the Mobile Application may be suspended, restricted or terminated at any time.

We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.

We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms of Use.

6. LIMITATIONS

In no event shall Anatolii Shcherban or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the Mobile Application and the materials within it, even if Anatolii Shcherban authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

7. DISCLAIMER

The materials on the Mobile Application are provided on an 'as is' basis. Anatolii Shcherban makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties including, without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights.

Further, Anatolii Shcherban does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials within the Mobile Application.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer that cannot be excluded or limited are affected.

8. SUSPENSION AND TERMINATION

If you use (or anyone other than you, with your permission uses) the Mobile Application, any Services in contravention of these Terms of Use, we may suspend your use of the Services and/or Mobile Application.

If we suspend the Services or Mobile Application, we may refuse to restore the Services or Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Membership or these Terms of Use shall survive including, but not limited to the rights and licenses that you have granted hereunder,

indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law.

9. INDEMNITY

You agree to indemnify and keep us indemnified against any claim, action, suit or proceeding brought or threatened to be brought against us which is caused by or arising out of (a) your use of the Services, (b) any other party's use of the Services using your user ID, and/or (c) your breach of any of these Terms of Use, and to pay us damages, costs and interest in connection with such claim, action, suit or proceeding.

10. AMENDMENTS

We may periodically make changes to the contents of the Mobile Application, including to the descriptions and prices at any time and without notice. We assume no liability or responsibility for any errors or omissions in the content of the Mobile Application.

We reserve the right to amend these Terms of Use from time to time without notice. The revised Terms of Use will be posted on the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.

11. APPLICABLE LAW AND JURISDICTION

The Mobile Application can be accessed from all countries around the world (except Belize) where the local technology permits. As each of these places have differing laws,

by accessing the Mobile Application both you and we agree that the laws of the Belize, without regard to the conflicts of laws principles thereof, will apply to all matters relating to the use of the Mobile Application.

You accept and agree that both you and we shall submit to the exclusive jurisdiction of the courts of the Belize in respect of any dispute arising out of and/or in connection with these Terms of Use.