

TERMS & CONDITIONS

Agreement to Terms

This App is owned and operated by Jakub Tencl. This contract regulates your interaction with the iHypnosis app ("App") The following terms, conditions, and notices govern access to and use of this App, as well as the products and services provided via it (collectively, the "Services"). You agree to all of the Terms of Service, as they may be modified by us from time to time, by using the Services.

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This App may contain links to other Apps that are not managed by Jakub Tencl (the "Linked Sites"). Jakub Tencl has no control over the Linked Sites and disclaims all liability for any loss or damage that may result from your use of them. Your use of the Linked Sites is governed by the terms of service and use set out on each site.

Privacy Policy

The privacy policy outlines how your information will be used, is available at <https://ihypnosis.org.uk/wp/privacy-policy-2/> By accessing and using this App, you consent to the processing mentioned therein and represent and declare that the data you supply is truthful.

Prohibitions

This App may not be misused. You will not: commit or encourage a criminal offense; transmit or distribute a virus, trojan, worm, logic bomb, or any other material that is malicious, technologically harmful, in breach of confidence, or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe on the proprietary rights of any other person; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this App. Breaching this clause is a criminal violation, and Jakub Tencl will immediately notify and reveal your identification to the appropriate law enforcement authorities.

Jakub Tencl will not be responsible for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material as a result of your use of this App or your downloading of any material posted on it, or on any App to which it is linked.

Intellectual Property, Software and Content

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Eligibility

To access the App, users must create an account. You must be over the age of 18 to be eligible. Jakub Tencl has the right to deny any request made by you. The App is not reliant on any third-party service.

MOBILE APPLICATION LICENSE

Use License

As long as you maintain an account, Jakub Tencl grant you a revocable, non-exclusive, non-transferable, limited right to install and use the mobile application on wireless electronic devices that you own or control, and to access and use the mobile application on such devices strictly in accordance with the terms and conditions of this mobile application license as set forth in these Terms of Use.

You are not permitted to:

- Decompile, reverse engineer, deconstruct, or try to decode the application's source code;
- Modify, adapt, improve, enhance, translate, or create derivative works from the program;
- In conjunction with your access to or use of the application, you will not breach any relevant laws, rules, or regulations;
- Obliterate, change, or obscure any proprietary notice (including any copyright or trademark notice) placed by us or the application's licensors;
- Using the application for any revenue-generating venture, commercial business, or other purpose not intended or designed;
- Make the application accessible via a network or other environment that enables simultaneous access or use by numerous devices or users;
- Utilize the application to develop a product, service, or piece of software that is either directly or indirectly competing with or a substitute for the application;
- Utilize the application to conduct automated inquiries to any application or to send unsolicited commercial e-mail; or
- Utilize any proprietary information, any of Jakub Tencl's interfaces, or any of Jakub Tencl's other intellectual property in the design, development, production, licensing, or distribution of any apps, accessories, or devices used in conjunction with the application.

Apple and Android Devices

When you use the App via a mobile application downloaded from the Apple Store or Google Play (each "App Distributor"), the following conditions apply:

- The license provided to you for Jakub Tencl's App is non-transferable and restricted to the use of the application on a device running the Apple iOS or Android operating systems, as applicable, and in line with the use limitations specified in the appropriate App Distributor's terms of service;
- You acknowledge that each App Distributor is under no obligation to provide any maintenance or support services for the App.

You must adhere to any relevant third-party terms of agreement when using the mobile application, and

You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce those terms and conditions against you as a third-party beneficiary thereof.

App Management

Jakub Tencl reserve the right, but are not required, to:

- keep an eye out for breaches of these Terms of Use on the App;
- take appropriate legal action against anyone who breaches the law or these Terms of Use, in Jakub Tencl's sole discretion, including but not limited to reporting such user to law enforcement authorities;
- deny, restrict access to, limit the availability of, or deactivate (to the extent technologically practicable) any of your Contributions or any portion thereof;
- in Jakub Tencl's sole discretion and without limitation, notice, or liability, to delete or otherwise disable from the App any files or content that are excessive in size or otherwise onerous to Jakub Tencl's systems; and
- otherwise administer the App in a way that protects Jakub Tencl's rights and property and that enables the App to function properly.

Fees

While the user has free access, every new joined specialist will be charged a one-off setup fee of £99 if not stated otherwise. If the user chooses to pay via clinic, there is a charge of 2.9% plus £1 per transaction if the Stripe is used and 1.9% plus £1 per transaction if the Braintree is used. All made payments from users will be paid monthly to the specialist against the received invoice.

Disclaimer of Liability

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Term and Termination

While you are using the App, these Terms of Use will remain in full force and effect. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, JAKUB TENCL RESERVE THE RIGHT, IN JAKUB TENCL'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TO DENY ACCESS TO AND USE OF THE APP TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING BUT NOT LIMITED TO FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THE WE RESERVE THE RIGHT TO CANCEL YOUR USE OR PARTICIPATION IN THE APP OR TO DELETE [YOUR ACCOUNT AND] ANY CONTENT AT ANY TIME, WITHOUT NOTIFICATION, AND IN JAKUB TENCL'S SOLE DISCRETION.

If your account is terminated or suspended for any reason, you are banned from registering and creating a new account in your name, a fictitious or borrowed name, or the name of any third party, even if you are acting on behalf of the third party. Along with cancelling or suspending your account, Jakub Tencl reserve the right to pursue appropriate legal remedies, including but not limited to civil, criminal, and injunctive relief.

Indemnity

You agree to indemnify, defend, and hold harmless Jakub Tencl, its officers, employees, consultants, agents, and affiliates from and against any and all third-party claims, liability, damages, and/or costs (including, but not limited to, legal fees) arising out of your use of this App

or your violation of the Terms of Service.

Variation

Jakub Tencel reserves the right, in its sole discretion, to change, delete, or vary the terms of this App at any time and without notice.

Invalidity

If any term of the Terms of Service is found to be unenforceable (including any provision in which Jakub Tencel exclude his obligation to you), the enforceability of the remaining provisions of the Terms of Service will be unaffected, with all other clauses being in full force and effect. Where a clause/subclause or a portion of a clause/subclause can be severed to preserve the validity of the remaining portion, the clause should be read appropriately. Alternatively, you agree that the clause shall be repaired and read in a manner consistent with the clause's/sub-original clause's meaning, to the extent permissible by law.

Complaints

The complaints management mechanism is incorporated into the app, which will be monitored to attempt to settle issues as quickly as possible; please get in touch at info@ihypnosis.org.uk if you have any complaints or comments.

Waiver

If you violate these terms and no action has been taken, Jakub Tencel shall retain his rights and remedies in any subsequent scenario in which you violate these conditions.

Legislation/Jurisdiction

These terms and conditions, as well as the transactions envisaged hereunder, will be governed by and construed in accordance with the laws of United Kingdom Any legal or equitable action arising out of or connected to these Terms must be filed exclusively in the courts of the United Kingdom.

Complete Agreement

The foregoing Terms of Service represent the parties' complete agreement and replace any and all prior or contemporaneous agreements between you and Jakub Tencel. No waiver of any provision of the Terms of Service will be valid unless it is in writing and signed by a Jakub Tencel Director.

CONTACT

If you have questions or comments about this Terms and Conditions, please contact me at:

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