

Terms & Conditions

Effective Date: July 7, 2025

1. Introduction

Archelon Software LTD. ("we", "us", or "our") is a Cyprus Limited Liability Company (Registration No. **HE 444026**) with its registered address at:
3 Agisandrou, Office 102, Zakaki 3046, Limassol, Cyprus.

We design, develop, and distribute mobile applications intended to support a variety of health, wellness, and lifestyle goals. Our applications are built to help users with activities such as:

Easy Fit: Targeted, low-impact workouts with intuitive progress tracking. Designed for users following a bland diet to support digestion and help manage dietary restrictions.

In this Policy, each mobile application is referred to individually as the “**App**”, and any content made available through the App, including our emails, messages, and notifications, is collectively referred to as the “**Content**.”

Each App—together with the Content, tools, features, functionality, software components, and any related services, including but not limited to viral, embeddable, or device-based elements and technologies, whether accessed via mobile device, tablet, desktop, or any other platform—is collectively referred to as the “**Service**.”

For any inquiries related to these Terms or the Service, you may contact us by email at **contact@archelon.dev** (referred to as the “**Email**”), or directly through the support features available in the App.

2. Acceptance of Terms and Conditions (the “Terms”)

These Terms constitute a binding legal agreement between you (“you” or the “User”) and **Archelon Software LTD.** (“we,” “us,” or “our”). They govern your access to and use of the Service and contain important information about your legal rights, obligations, and remedies.

By accessing or using the Service, you expressly:

1. **Acknowledge** that you have read, understood, and agree to be bound by these Terms;
2. **Agree** to comply with all applicable local, national, and international laws, rules, and regulations in connection with your use of the Service; and
3. **Represent and warrant** that you have the legal authority and capacity to enter into binding contracts under the laws of your jurisdiction of residence.

Our **Privacy Policy** is incorporated into and made a part of these Terms. It explains how we collect, use, and protect your personal information when you interact with us through the App or other parts of the Service.

If you do **not** agree to these Terms, or if you are **not authorized or eligible** to accept them under the laws of your jurisdiction, you must not download, access, or use the App or the Service.

Your continued use of the App or the Service following any updates to these Terms will constitute your acceptance of the revised Terms.

3. Modifications

We reserve the right to modify these Terms or our Privacy Policy at any time, in our sole discretion.

- **Material Changes:** If any updates materially affect your rights or obligations, we will provide advance notice via email, in-app notification, or by requiring you to review and accept the updated Terms before continuing to use the Service.
- **Minor Updates:** We may also make minor changes (such as clarifications, technical adjustments, or descriptions of new features) without prior notice. These changes will take effect upon publication. You can always check the “Effective Date” at the top of this document to see when the Terms or Privacy Policy were last revised.

By continuing to use the App or the Service after changes have been posted or accepted, you agree to be bound by the revised Terms.

We also reserve the right to modify, restrict access to, suspend, or discontinue the App or any part of the Service at any time, without liability or prior notice.

4. Important Disclaimers

No Medical Advice

Archelon Software LTD. does **not** provide medical advice. The App and Services are intended **solely for informational, educational, and entertainment purposes**, and are **not** designed to diagnose, treat, cure, or prevent any medical condition or disease.

- The Services do **not** constitute a medical device and have **not** been reviewed or approved by any regulatory body, including the U.S. Food and Drug Administration (FDA) or equivalent authorities in your jurisdiction.
- The App does **not** provide personalized medical diagnoses, treatment plans, or any medically regulated function.
- To the fullest extent permitted by applicable law, you acknowledge and agree that **we do not offer medical, health, or clinical advice** via the Service, including advice

related to nutrition, wellness, or weight management.

Any recommendations, insights, or suggestions presented in the App—including within the "Insights" section, in-app chat, or messaging features—are **informational only**. They are **not** a substitute for consultation with a qualified healthcare professional. You rely on such content **at your own risk**.

You should **always consult with a licensed physician or other qualified healthcare provider** regarding any health concerns or before starting any diet, exercise, or wellness program. The App may not be suitable for everyone, and only a healthcare provider can determine whether it is appropriate for your particular situation.

By using the Services, you acknowledge and accept that:

- You are solely responsible for your own health, decisions, and actions;
- Diet and exercise activities involve inherent risks, including potential injury or death;
- You voluntarily assume all such risks.

In case of a medical emergency, you should immediately contact emergency services or go to the nearest emergency room.

No Guarantees on Fitness, Health, or Nutrition Outcomes

While the App may offer general wellness tips, fitness routines, and nutritional suggestions, **Archelon Software LTD. makes no guarantees** regarding the outcomes of any content, programs, or tools provided through the Service.

- Results may vary significantly from person to person depending on factors such as genetics, medical conditions, lifestyle, and level of adherence.
- We do not guarantee the effectiveness of any exercise routines, meal plans, or health-related information provided.
- All content should be considered **general guidance only** and is **not a substitute** for advice from certified fitness trainers, dietitians, or licensed medical professionals.

You bear **full responsibility** for all decisions relating to your health, including the risks associated with physical activity, dietary changes, and the use of any information provided through the App.

By continuing to use the Service, you explicitly agree that **Archelon Software LTD. shall not be held liable** for any lack of expected results, injuries, or adverse effects arising from or connected to your use of the App or reliance on its content.

5. Eligibility to Use the App

To access and use certain features of the App, you may be required to create a user account by providing accurate and complete information, including selecting a username and, where applicable, a password. By registering for and using the Service, you represent and warrant that:

- All information you provide during registration is **truthful, accurate, and up to date**. Inaccurate or incomplete information may result in improper functionality of the Service or failure to receive important communications;
- Your use of the Service **does not violate any applicable laws, regulations, or these Terms**;
- You have the **legal capacity** to enter into binding agreements and agree to comply with these Terms;
- You are **at least 18 years old** (or the legal age of majority in your jurisdiction), or you are using the Service under the supervision and with the consent of a parent or legal guardian. In such cases, the parent or legal guardian must also agree to be bound by these Terms and assumes full responsibility for the minor's use of the Service.

The App is **not intended for individuals under the age of 16**. If you are under 16, you are not permitted to use the App or submit any personal data.

You are solely responsible for maintaining the confidentiality and security of your account credentials. **You must not share your login information with others**, and you are fully responsible for all activities that occur under your account.

We reserve the right to **suspend or permanently terminate** your account and access to the Service if you violate these Terms or any applicable laws.

6. Intellectual Property

The App and the Services contain trademarks, service marks, copyrights, and other intellectual property owned by **Archelon Software LTD.** or licensed from third parties. Unless expressly stated otherwise, all such intellectual property—including, without limitation:

- The name of the App;
- Our company name and logo;
- App-related design elements, graphics, layouts, icons, and trade dress;
- User interface elements and custom typography;

—are the sole and exclusive property of **Archelon Software LTD.**, whether registered or unregistered, and are protected under Cyprus, European Union, United States, and international intellectual property laws.

App Content

All materials displayed or available through the App, including but not limited to text, graphics, images, logos, icons, button designs, videos, audio clips, code, data compilations, and other content (collectively, the “**Content**”), as well as the compilation, arrangement, and structure of such materials, are either:

- Owned by **Archelon Software LTD.** (the “**App Content**”), or
- Owned by third parties and legally licensed for use within the App, including **User Content** (as defined elsewhere in these Terms).

The software and platform technologies supporting the App are likewise protected under applicable intellectual property and proprietary rights laws.

Usage Restrictions

You may not use, reproduce, distribute, modify, publicly perform, publicly display, or create derivative works of the App, the Content, or any portion thereof, except as explicitly authorized in these Terms or with prior written permission from **Archelon Software LTD.** or the appropriate rights holder.

All rights not expressly granted to you under these Terms are reserved.

You agree not to remove, obscure, or alter any copyright, trademark, or other proprietary rights notices embedded in or accompanying the Content. Any unauthorized use of the App, Content, or Services may constitute a violation of intellectual property laws and may subject you to civil and/or criminal liability.

7. License Grant

Subject to your compliance with these Terms, **Archelon Software LTD.** hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to:

- **Download and install** the App on a personal handheld mobile device (e.g., smartphone or tablet running iOS or Android); and
- **Access and use** the App, the Content, and the Services solely for your **personal, non-commercial use**.

This license is granted solely for lawful use in accordance with these Terms. It does **not** convey any ownership rights or interest in the App, the Content, or any portion thereof.

All rights, title, and interest in and to the App and the Content (excluding your User Content, as defined elsewhere in these Terms) remain the exclusive property of **Archelon Software LTD.** or its licensors. Any rights not expressly granted under this section are hereby reserved.

Restrictions on Use

You agree **not** to do any of the following:

- Modify, reverse engineer, decompile, disassemble, or attempt to extract or derive the source code or underlying ideas of the App;
- Rent, lease, sell, sublicense, distribute, or commercially exploit the App or any part of the Content;
- Copy, reproduce, republish, download, transmit, display, or distribute the App or Content, except as expressly permitted under these Terms;
- Use the App or Services for any **illegal, harmful, or unauthorized purposes**, or in any way that violates these Terms or applicable laws;
- Circumvent, disable, or otherwise interfere with any **security-related features** or access controls of the App;
- Use any robot, spider, scraper, or other automated means to access or interact with the App in a manner that disrupts, damages, or impairs the App's performance or integrity.

Archelon Software LTD. reserves the right to terminate your license immediately and without notice if you violate any part of this section or these Terms.

8. User Content

As a user of the App ("User"), you may provide, upload, submit, or transmit data and materials, including but not limited to health inputs, messages, comments, testimonials, reviews, feedback, and other content (collectively, "**User Content**"). You acknowledge and agree that:

- **User Content is not confidential**, and we do not guarantee any confidentiality with respect to any submissions.
- You are solely responsible for your User Content and any consequences resulting from its submission, publication, or display via the App or Service.

User Representations and Warranties

By submitting User Content, you affirm, represent, and warrant that:

- You are the creator and sole owner of the User Content, or you have all necessary licenses, rights, consents, and permissions to submit such content and grant us the license described below;
- Your User Content does not and will not violate or infringe any third-party rights, including but not limited to copyrights, trademarks, trade secrets, privacy, publicity, or contractual rights;
- Your User Content does not violate any applicable law, regulation, or contractual obligation;
- Where identifiable individuals are depicted or referenced in the User Content, you have obtained their **written consent, release, and/or authorization** to include such individuals and their likeness or personal data.

You agree to **indemnify, defend, and hold harmless** Archelon Software LTD. and its affiliates from and against any liability, claims, losses, damages, or legal proceedings that may arise as a result of your User Content or your violation of these Terms.

Content Moderation and Reporting

We do **not endorse, control, or take responsibility** for any User Content submitted via the App. We expressly disclaim any liability for offensive, defamatory, unlawful, or inappropriate User Content posted by users.

However, we reserve the right (but not the obligation), at our sole discretion, to:

- Review, moderate, remove, or restrict access to any User Content that violates these Terms, infringes third-party rights, or is otherwise unlawful or inappropriate;
- Respond to complaints or reports of abusive or harmful behavior. If you encounter such content, please report it to us at: support@shredybot.com.

License to User Content

While you retain ownership of your User Content, by submitting it to the App, you hereby grant **Archelon Software LTD.** a:

- **Worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable, and transferable license**
- **To access, use, reproduce, adapt, modify, display, perform, distribute, broadcast, transmit, and create derivative works of** such content
- For any purpose related to the App and Services, including but not limited to marketing, product improvement, customer support, and feature development

- In **any media format and through any distribution channel**, whether existing or future

This license survives any termination of your account or these Terms.

9. User Feedback

We welcome and appreciate feedback, ideas, suggestions, and recommendations from our users regarding how we can improve our Services. However, by submitting any comments, proposals, suggestions, ideas, or materials (collectively, "Feedback"), you agree that:

- **All Feedback is non-confidential and non-proprietary;**
- We are under **no obligation** to review, consider, or implement any Feedback;
- You grant Archelon Software LTD. an **unrestricted, worldwide, perpetual, irrevocable, royalty-free license** to use, copy, modify, publish, distribute, and otherwise exploit such Feedback for any purpose, commercial or otherwise, without compensation or acknowledgment to you;
- You waive any moral or similar rights you may have in the Feedback to the extent permitted by applicable law.

10. Prohibited Activities

By accessing or using the App and the Service, you agree that you will **not engage in any activity** that is illegal, violates these Terms, or harms Archelon Software LTD., other users, or third parties.

You specifically agree not to:

(a) Post, upload, transmit, or distribute any content that:

- is unlawful, defamatory, misleading, offensive, obscene, harassing, abusive, or otherwise objectionable;
- promotes discrimination, hate, or violence;
- contains or advocates the use of illicit substances;
- infringes any third-party intellectual property or privacy rights;
- constitutes spam, chain letters, pyramid schemes, or unauthorized advertisements;

- contains viruses, malware, or any code designed to harm or interfere with systems or data;
- restricts or inhibits any other user's use or enjoyment of the App or Service.

(b) Violate any local, national, or international law, rule, or regulation, including intellectual property and data protection laws.

(c) Access or use the App from jurisdictions where such access is illegal or restricted by law.

(d) Interfere with or disrupt the normal operation of the Service, including introducing malicious software, overloading systems, or launching denial-of-service attacks.

(e) Share, collect, or distribute personal information about other users without their express consent.

(f) "Stalk", harass, threaten, or impersonate any person or entity, or misrepresent your affiliation with any person or entity.

(g) Use automated tools (such as bots, spiders, scripts) to scrape or collect data or content from the App without our express written permission.

(h) Reverse-engineer, decompile, disassemble, or otherwise attempt to discover the source code or structure of the App or any part of the Service, except where such activity is explicitly permitted by law.

(i) Reproduce, duplicate, sell, rent, or commercially exploit any part of the Service or Content without our express authorization.

(j) Create multiple user accounts or register accounts on behalf of third parties without authorization.

(k) Transfer or sell your user account or login credentials to another person or entity.

(l) Use the App for purposes of monitoring availability, performance, or functionality for any competitive purpose.

(m) Compile, copy, or archive the Content for aggregation, resale, or unauthorized redistribution, including through scraping or bots.

(n) Encourage or assist any third party in engaging in any of the above activities.

11. Third Parties

These Terms apply solely to the use of the App and Services provided by Archelon Software LTD. In the course of using the Service, you may encounter or interact with content, information, features, or services originating from third parties, including but not limited to text, images, videos, profiles, audio, links, websites, applications, or other materials ("Third-Party Content").

We do not control, monitor, review, or assume responsibility for any Third-Party Content that may be accessed through or linked from the App. Accordingly, you acknowledge and agree that:

- **We are not responsible or liable**, directly or indirectly, for the content, policies, availability, functionality, or practices of any third-party websites, services, or applications.
- **We do not endorse** any products, services, or information provided by third parties unless explicitly stated.
- **We make no warranties** regarding the accuracy, completeness, legality, or reliability of any Third-Party Content.
- **You access and use such Third-Party Content entirely at your own risk**, and you are solely responsible for reviewing and understanding any third-party terms, conditions, and privacy policies.

We reserve the right to disable or remove any links to third-party content at our discretion, without prior notice.

App Distribution Through Third-Party Stores

You acknowledge that the App may have been obtained from a third-party platform or mobile application store, such as the Apple App Store or Google Play (each, a "Store"). You agree that:

- Your use of the App is subject to the applicable terms, rules, and policies of the relevant Store;
- The Store is not responsible for the App or its content;
- The Store is a third-party beneficiary of these Terms and may enforce them against you.

Any support or questions related to the App should be directed to Archelon Software LTD., not the Store.

12. Subscription fees and payment

- Although the App is free to download, its Service is offered on a subscription basis for a fee.
- If you use Google Play or App Store, You agree to pay the Store (and any other platforms) the applicable fees (and any related taxes) as they become due and you hereby authorize them to charge the applicable fees to the payment card you provide.

- We reserve the right to change subscription fees at any time. We will give you reasonable notice of any such pricing changes by posting the new prices on or through the App and/or by sending you a notification. If you do not wish to pay the new fees, you can cancel the applicable subscription prior to the change going into effect.
- Further, you agree that your subscription will be automatically renewed unless you cancel prior to the renewal term. The period of auto-renewal will be the same as your initial subscription period unless otherwise disclosed to you on the Service.
- We will not refund fees that may have accrued to your account and will not prorate fees for a canceled subscription.
- We may offer a free/paid trial subscription for the Service. That free trial provides you access to the Service for a period of time, with details specified when you sign up for the offer. Unless you cancel before the end of the free trial, or unless otherwise stated, your access to the Service will automatically continue and you will be billed the applicable fees for the Service. We may send you a reminder when your free trial is about to end, but we do not guarantee any such notifications. It is ultimately your responsibility to know when the free trial will end.
- We reserve the right, in our absolute discretion, to modify or terminate any free trial offer, your access to the Service during the free trial, or any of these terms without notice and with no liability.
- We reserve the right to limit your ability to take advantage of multiple free trials.
- The Service and your rights to use it expire at the end of the paid period of your subscription. If you do not pay the fees or charges due, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Service (and may do so without notice).
- Please note that deleting the mobile application does NOT automatically cancel your subscription. You must cancel your subscription before deleting the App to avoid continued billing.

Refund Policy

The availability of a refund depends on the method of purchase: 1) Subscriptions purchased via App Store or Google Play are subject to such Store's refund policies. This means we cannot grant refunds. You have to contact the relevant Store support.

2) Subscriptions purchased via Stripe (our order process is conducted by our online reseller Stripe.com. Stripe.com is the Merchant of Record for all our web orders. Stripe provides all customer service inquiries and handles returns) are subject to a full refund within the first 14 days after the purchase. Starting from the 15th day, you are not eligible for any refund.

Your Data and its Transmission

By submitting a refund request, you expressly consent to the collection, processing, and transmission of the following personal data as necessary to process your request:

- User Name and Email Address
- Subscription Status and Related Payment Data (received from payment processors).

To facilitate refund processing, Archelon Software, Inc. reserves the right to transmit this data to third-party service providers, payment processors, or financial institutions as required to complete your request.

Your data will be handled in accordance with our [Privacy Policy](#) and applicable data protection laws.

13. Disclaimer of Warranties

THE APP, SERVICE, AND ALL RELATED CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE", AND WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ARCHELON SOFTWARE LTD. EXPRESSLY DISCLAIMS **ALL WARRANTIES**, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY,
- FITNESS FOR A PARTICULAR PURPOSE,
- NON-INFRINGEMENT,
- ACCURACY, RELIABILITY,
- QUIET ENJOYMENT,
- AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

By using the App, you **acknowledge and agree** that:

- Your use of the App, Services, and any recommendations, insights, or information obtained through the App is **entirely at your own risk**.
- We **do not guarantee** that the App will meet your specific expectations, be secure, error-free, or uninterrupted.
- We **do not warrant** that any defects will be corrected, or that the App or Services are free of viruses, malware, or other harmful components.
- We **make no representations or warranties** regarding the reliability, accuracy, timeliness, usefulness, adequacy, completeness, or suitability of any content or information provided through the App.
- We do not guarantee any **health, fitness, or nutritional outcomes**, and results may vary significantly from user to user based on numerous personal and external factors.

You are **solely responsible** for any interactions or communications you may have with other users through the App. Archelon Software LTD. does **not verify**, review, or endorse any User Content or claims made by users.

Jurisdictional Exceptions

Some jurisdictions do not permit the exclusion of implied warranties or limitations on how long an implied warranty may last. In such cases, some of the above limitations may not apply to you, and you may have additional rights under your local laws.

14. Limitation of Liability

FOR PURPOSES OF THIS SECTION, “WE,” “US,” OR “OUR” INCLUDES ARCHELON SOFTWARE LTD., ITS EQUITY HOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONSULTANTS, CONTRACTORS, REPRESENTATIVES, SUCCESSORS, AND AFFILIATES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- DAMAGES FOR PERSONAL INJURY OR DEATH,
- LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL,
- BUSINESS INTERRUPTION,
- OR OTHER TANGIBLE OR INTANGIBLE LOSSES

ARISING OUT OF OR IN CONNECTION WITH:

- YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE APP OR THE SERVICE;
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY;
- ERRORS, MISTAKES, OMISSIONS, DELAYS, OR INTERRUPTIONS IN OPERATION OR TRANSMISSION;
- COMPUTER VIRUSES OR OTHER HARMFUL COMPONENTS;
- UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA;
- OR ANY OTHER MATTER RELATING TO THE APP OR SERVICE,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN PARTICULAR, WE DO NOT ASSUME ANY LIABILITY FOR:

- ANY MEDICAL, DIETARY, NUTRITIONAL, FITNESS, OR EXERCISE-RELATED CONTENT PROVIDED THROUGH THE APP;
- ANY INACCURACIES OR OMISSIONS CONTAINED IN RECIPES, WORKOUT PLANS, OR HEALTH RECOMMENDATIONS;
- OR ANY OUTCOMES, INCLUDING BODILY HARM OR EMOTIONAL DISTRESS, RESULTING FROM YOUR RELIANCE ON THE SERVICE.

You are solely responsible for evaluating and acting upon the content and advice provided within the App. **We strongly recommend consulting a licensed physician or healthcare professional** before starting any diet, fitness program, or lifestyle change.

Total Liability Cap

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (USD \$100).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

15. Release

To the fullest extent permitted by applicable law, you hereby release and forever discharge Archelon Software LTD, its affiliates, subsidiaries, and their respective officers, directors, employees, contractors, and agents (collectively, the “Released Parties”) from any and all claims, demands, liabilities, damages, losses, rights, and causes of action (actual or consequential, known or unknown, suspected or unsuspected), arising out of or in any way connected with:

- your access to or use of the App or the Service;
- any interactions, disputes, or communications with other users of the Service;
- any User Content or Third-Party Content appearing on or transmitted through the App;
- any unauthorized access to or alteration of your account, communications, or data (including your User Content), whether caused by a security breach or otherwise.

If you are a resident of a jurisdiction that requires specific disclosure of release waivers (such as California), **you expressly waive** the provisions of **Section 1542 of the California Civil Code**, which states:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

You acknowledge that you understand and voluntarily assume this risk.

16. Indemnification

You agree to **defend, indemnify, and hold harmless** Archelon Software LTD, its subsidiaries, affiliates, and their respective directors, officers, employees, contractors, and agents (collectively, the “Indemnified Parties”) from and against any and all **claims, demands, actions, liabilities, losses, damages, judgments, settlements, costs, or expenses** (including reasonable attorneys’ fees) arising out of or related to:

- your use of or access to the App, the Service, or the Content;
- your violation of these Terms or any applicable law or regulation;
- your User Content, including claims that it infringes or misappropriates any third-party rights;
- your interaction with any other user of the App or third party.

We reserve the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with our defense of such claims. You may not settle any matter without our prior written consent.

17. English Language

In the event of any conflict between these Terms and any translation thereof, the **English version shall prevail**. All legal notices, communications, documentation, disputes, claims, or proceedings relating to these Terms shall be **written and conducted in English**.

18. International Use

We make no representation that the App, Service, or Content is appropriate or available for use outside of jurisdictions where we operate or that accessing them is legal in all locations.

You acknowledge and agree that:

- **You access and use the App and the Service at your own initiative and risk** and are solely responsible for compliance with all **applicable local laws, rules, and regulations**, including, without limitation, any local laws regarding online conduct, acceptable content, and export restrictions.
- We may **restrict access to the App or Service** in certain regions or jurisdictions at any time and at our sole discretion, including where the use of the App or Content would be deemed illegal.
- **Accessing or downloading the App is strictly prohibited in any territory where its content, features, or use would violate local laws.**

You further represent, warrant, and covenant that:

- **You are not located in, under the control of, or a national or resident of any country** to which the United States or the European Union has embargoed goods or services (including, but not limited to, those identified by the **Office of Foreign Assets Control (OFAC)** of the U.S. Department of the Treasury or any similar regulatory authority).
- **You are not identified on, or affiliated with any party listed on, any OFAC list of prohibited or restricted parties** (such as the Specially Designated Nationals and Blocked Persons List) or any other applicable trade sanction or export control list.
- **You will not export, re-export, divert, transfer, or disclose any portion of the App or Service**, or any related technical information or materials, to any **prohibited destination, person, or entity** under any applicable export control laws or regulations, including U.S. or EU law.

Violation of this section may result in termination of your access to the App or Service, and may also constitute a violation of law.

19. Right to Discontinue Services; Termination

We reserve the right, at our sole discretion and without liability to you or any third party, to modify, suspend, or discontinue the App, the Service, or any portion thereof, at any time, temporarily or permanently, with or without notice.

Account Suspension or Termination

We may suspend or terminate your access to the App and the Service, including your account, without notice, for any reason, including but not limited to:

- A violation or breach of these Terms;
- Unlawful or unauthorized use of the App or Service;

- Required compliance with applicable laws, court orders, or regulatory obligations.

Termination may include deletion of your account, data, preferences, and all associated content. You acknowledge and agree that:

- **Termination is at our sole discretion and may occur without prior notice.**
- **We are not liable to you or any third party for any termination or suspension of access.**
- We may retain certain information associated with your account after termination in order to comply with legal, regulatory, or accounting obligations, as detailed in our Privacy Policy.

Survival of Terms

Any provisions of these Terms that by their nature should survive termination shall survive, including but not limited to:


- Intellectual Property Rights (Section 6),
- License Grant (Section 7),
- User Content and Licenses (Section 8),
- Disclaimers (Sections 13–14),
- Indemnification (Section 16),
- Governing Law (upcoming Section 20),
- Limitations of Liability (Section 14).

20. Copyright Notice Policy

A. Reporting Copyright Infringement

We respect the intellectual property rights of others and expect our users to do the same. If you believe that any content on our App or Services infringes your copyright, you may submit a **Digital Millennium Copyright Act (“DMCA”) Notice** to our designated Copyright Agent at:

 **Email:** hello@shredybot.com

 **Important:** Submitting false claims may lead to legal liability under Section 512(f) of the DMCA, including damages and attorneys' fees.

Your DMCA Notice **must** include the following:

1. A physical or electronic signature of the person authorized to act on behalf of the copyright owner.
2. A detailed description of the copyrighted work that you claim has been infringed.
3. Identification of the material that is allegedly infringing, and enough information (such as a URL or description of location) to allow us to locate the material.
4. Your full contact information, including name, mailing address, telephone number, and email address.
5. A statement under penalty of perjury that:
 - You have a good faith belief that the use of the material is not authorized by the copyright owner, its agent, or the law.
 - The information in the notice is accurate, and you are the copyright owner or authorized to act on the owner's behalf.

Failure to include all of the above information may result in your notice being rejected.

B. Filing a Counter-Notice (Disputing a Copyright Complaint)

If your content was removed due to a DMCA notice and you believe this removal was in error or misidentification, you may submit a **Counter-Notice** to our Copyright Agent at:

 **Email:** hello@shredybot.com

Your Counter-Notice must include:

1. Your physical or electronic signature.
2. Identification of the content that was removed and its location before removal.
3. A statement under penalty of perjury that you believe the content was removed as a result of mistake or misidentification.
4. Your full contact information (name, mailing address, and phone number).
5. A statement that you consent to the jurisdiction of the U.S. Federal District Court for your judicial district (or, if outside the U.S., to the jurisdiction where we operate) and

will accept service of process from the original complainant.

If we receive a valid Counter-Notice, we may reinstate the content unless the original complainant files a legal action within **10 business days**.

 **Warning:** Submitting a false Counter-Notice can have legal consequences.

C. What Happens After a DMCA Notice or Counter-Notice?

- Upon receipt of a valid DMCA Notice, we will **promptly remove or disable access** to the allegedly infringing material and **notify the user** responsible.
 - The affected user may respond by submitting a **valid Counter-Notice**.
 - If no legal action is initiated by the complainant within 10 business days, we **may restore** the removed content.
-

D. Repeat Infringer Policy

We may, in appropriate circumstances and at our sole discretion, **suspend or terminate** accounts of users who are deemed repeat infringers.

E. Policy Updates

This Copyright Notice Policy may be updated from time to time. Any changes will be posted on our website and/or within the App.

21. No Legal Advice

Nothing in these Terms, the App, or the Service shall be construed as legal advice. We do not offer legal counsel or services. If you have any questions regarding your legal rights, responsibilities, or obligations arising from your use of the App or the Service, you should consult with a qualified attorney or legal advisor in your jurisdiction.

You agree that your use of the Service does not create any attorney-client relationship between you and us.

22. Statute of Limitations

To the fullest extent permitted by applicable law, you agree that any claim or cause of action arising out of or related to your use of the App, the Service, the Content, these Terms, or the Privacy Policy must be filed within **one (1) year** after the cause of action arose. Otherwise, such claim or cause of action is permanently barred.

Exception: If applicable law in your jurisdiction provides for a longer statutory period, the longer period may apply **only to the extent required by law**.

23. Binding Arbitration Agreement and Class Waiver Disclosure

General Conditions

By agreeing to these Terms, you acknowledge and agree that:

- **All disputes** arising out of or relating to the App, the Service, the Content, these Terms, or our Privacy Policy—including our data collection and privacy practices—will be resolved exclusively and finally through **binding arbitration**, conducted by a single arbitrator.
- This Arbitration Agreement applies to any dispute between you and us (including our affiliates, subsidiaries, employees, contractors, successors, and assigns), regardless of whether the claim is based on **contract, tort, statute, fraud, misrepresentation, or any other legal theory**.
- You **waive your right to a jury trial** and understand that legal procedures in arbitration are more limited than in court, including reduced discovery rights and no right to appeal in most cases.
- You may only bring disputes in your **individual capacity**, not as a class member or representative. Class actions, collective proceedings, and representative claims are **not permitted** under this arbitration clause.
- The arbitrator **has no authority** to consolidate claims or conduct a class action proceeding.
- The **U.S. Federal Arbitration Act** governs the interpretation and enforcement of this Arbitration Agreement.
- This section will survive the **termination of these Terms**.

Alternative: Small Claims Court

Either party may bring an **individual claim in small claims court** (if the claim qualifies) in lieu of arbitration.

Your Right to Opt Out

You may opt out of this arbitration provision within **30 days** of the later of:

1. The **Effective Date** of these Terms, or
2. The **first time** you use the Service governed by these Terms.

To opt out, email us at **support@shredybot.com** with the subject: "**Arbitration and Class Action Waiver Opt-Out**" and include your full name, address, and the email address associated with your account.

If you do not opt out, you agree to resolve disputes only through arbitration and waive your right to litigate in court (except small claims).

Pre-Filing Mediation

Before filing an arbitration claim:

- The party asserting the dispute must first send a **written Notice of Claim** to the other party.
 - If you are the claimant, send your Notice to **support@shredybot.com**.
 - If we are the claimant, we will send the Notice to the email address in your account.
- The Notice must include:
 - A detailed description of the dispute and its basis;
 - The specific relief sought.

The parties agree to engage in **good faith negotiations** for at least **60 days** before proceeding to arbitration or small claims court.

Arbitration Process

- For **U.S. residents**: The arbitration will be administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules**.

- For **non-U.S. residents**: The arbitration will be administered by the **International Centre for Dispute Resolution (ICDR)** under its **International Arbitration Rules**.
 - Applicable rules are available at www.adr.org.
 - **Class procedures under AAA/ICDR rules do not apply.**
-

Filing Fees and Costs

- If you're required to pay a filing fee to initiate arbitration, **we will reimburse you** (unless your claim exceeds \$10,000).
 - The arbitrator may not be informed of any **settlement offers** made by either party before the decision is issued.
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Location and Conduct of Hearings

- Unless otherwise agreed, arbitration hearings will take place in **New York, New York, USA**.
- For claims under \$10,000, you may choose:
 - Document-only arbitration;
 - Telephonic hearing;
 - In-person hearing as per AAA rules.
- For claims over \$10,000, hearing format will be as determined by AAA rules.

The arbitrator must issue a **written decision** that outlines the essential findings and reasoning behind the award.

Class Waiver and Severability

- The arbitrator **may not consolidate claims** or preside over a class or collective proceeding.

- If any part of the class waiver is found unenforceable as applied to a claim, the **entire arbitration agreement becomes void**.
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Injunctive Relief Limitation

- The arbitrator may only award **individual injunctive or declaratory relief**, and only to the extent necessary to resolve the claimant's specific dispute.

24. Miscellaneous

Reservation of Rights.

We reserve all rights not expressly granted to you under these Terms. No additional rights or licenses are granted by implication, estoppel, or otherwise.

Material Terms.

You acknowledge that the following provisions are material terms of this agreement and that our decision to make the App and Services available to you is conditioned upon your acceptance of them: (i) the binding arbitration agreement, (ii) the class action waiver, and (iii) the warranty disclaimers and limitations of liability.

Severability.

If any provision of these Terms is found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remainder of the Terms shall remain in full force and effect.

Assignment; Waiver.

You may not assign, delegate, or transfer these Terms or your rights or obligations under them without our prior written consent. Any attempted assignment in violation of this section will be null and void. We may freely assign or transfer these Terms without restriction. No waiver of any provision or breach of these Terms shall be deemed a further or continuing waiver of such provision or any other provision.

Complete Agreement.

These Terms (including all referenced policies such as our Privacy Policy) constitute the entire agreement between you and us with respect to the App and the Services and supersede all prior or contemporaneous understandings, agreements, representations, or communications. No oral or written information or advice given by us shall create any warranty not expressly stated herein.

Electronic Communications.

All communications between you and us relating to the Service are electronic. By using the Service, you consent to receive communications from us electronically (including via email, app notifications, and website messages) and agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Marketing and Service Updates.

By using the Service, you agree to receive communications such as App updates, health-related tips, reminders, and newsletters. You may opt out of non-essential communications at any time by contacting us at hello@shredybot.com.

Binding Consent via Click.

By clicking buttons such as “SUBMIT,” “CONTINUE,” “REGISTER,” “I AGREE,” or similar buttons or checkboxes in the App, you are providing your electronic signature and entering into a binding legal agreement with Archelon Software, Inc.

Electronic Transactions.

You understand that your use of the App and Service constitutes your agreement to conduct transactions electronically. This includes, without limitation, agreements, orders, payment authorizations, notices, and receipts, all of which you agree to receive in digital form.

25. Questions About Our Terms of Use

If you have any questions, concerns, or comments regarding these Terms, please contact us at:

 **Email:** support@shredybot.com

I HAVE READ AND UNDERSTAND THESE TERMS. BY ACCESSING OR USING THE APP AND SERVICES, I AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.