

Before using the Website, please read these TERMS OF USE carefully, as the use of the Website is permitted only if you comply with the terms and conditions set forth therein. If you do not agree to the terms of these TERMS OF USE, you are obliged to stop using the Website.

TERMS OF USE of lifeharmony.app

BookFormBy Limited Liability Company, TIN (UNP) 391845222, registered at: 4A Kovrovaya str., office 9, Vitebsk, 210002, Republic of Belarus, offers to conclude these TERMS OF USE to any person using the Website located on the Internet at: <https://lifeharmony.app/>, under the following conditions.

1. Terms and definitions

“Agreement” means these TERMS OF USE, subject to any amendments thereto.

“Company” means BookFormBy Limited Liability Company, TIN (UNP) 391845222, registered at: 4A Kovrovaya str., office 9, 210002 Vitebsk, Republic of Belarus, e-mail: info@bookform.by which owns the Website <https://lifeharmony.app/> and grants the right to use it in accordance with its functionality.

“Content” means any information and materials, regardless of the form of their presentation, which are posted on the Website.

“Free Functionality” means providing access to a limited Website functionality defined by the Company.

“Identification” means an entry by a registered User of an email address or username and password to access his/her Personal Account.

“Personal account” means a record in the Company's system, created when registering on the Website, which allows to identify the User and provide him/her with an opportunity to use the Services.

“Promo code” means a special link or alphanumeric combination that is sent to the User to confirm the purchase of a Subscription as a gift.

“Registration” means an action aimed at creating a Personal Account of the User on the Website.

“Service” means the software owned by the Company which is designed to perform certain functions on the Website.

“Subscription” means a model of paid use of the functionality of the Website and the Services.

“Subscription as a gift” means purchase of access on the terms of the selected Subscription Type in favor of a third party.

“Subscription type” means a specific offer of the Company that determines the cost and conditions for granting the right to use the Services.

“User” means an individual who uses the Website for personal, family, home consumption and other similar purposes in accordance with the functional capabilities of the Website.

“Website” means a complex software owned by the Company, which is a set of computer programs, databases, Content and other information contained in the information system, access to which is provided via the Internet at <https://lifeharmony.app/>, including all levels of domain names.

2. General provisions

2.1. This Agreement is concluded between the Company and the User (hereinafter referred to as the “Parties”), regulates the procedure and terms of use of the Website and Services, as well as establishes the rights and obligations of the Parties and other significant terms and conditions.

2.2. The Company grants the User the right to use the Website and Services within the functional capabilities of the Website under the terms of a simple non-exclusive license without the right to sublicense to third parties.

The territory of granting the right to use the Website is all countries of the world.

The term (period) of use is limited to the term of this Agreement.

2.3. The use of the Website is also regulated by the Privacy Policy (Personal Data Processing Policy) available at: <https://lifeharmony.app/storage/documents/01JD2B7PKC5CH4KKP0RZ2H1QYX.pdf>.

3. Conclusion of this Agreement

3.1. This Agreement is a public offer Companies addressed to an indefinite number of individuals to conclude this Agreement on the use of the Website and Services on the terms and conditions stipulated by this Agreement and other documents regulating the relations of the Parties.

3.2. This Agreement is a contract of adhesion, which means that its conclusion is made by the acceptance by the User of the terms and conditions of this Agreement in the manner prescribed by Article 398 of the Civil Code of the Republic of Belarus, i.e. by adhering (joining) to this Agreement as a whole without any conditions, exceptions and reservations.

3.3. Adherence to this Agreement shall be effected by any of the following actions:

- marking the User's consent to the terms and conditions of the Agreement;
- Registration / Identification of the User on the Website;
- payment by the User for the extended functionality of the Website on a subscription basis in accordance with the selected Subscription Type;
- use of the Website's functionality or the Services, if the use does not require the Registration or Identification.

3.4. In order to use certain Services or perform functions, including payment according to the selected Subscription Type, the User must register on the Website and then authorize/identify by logging into the Personal Account.

If the User intends to use the Service for which Registration is required, or to pay for access to the extended functionality of the Website, the Company activates the User by sending a confirmation link to the email address specified by the User. Registration will be considered completed after the User clicks on the link.

The Company has the right to provide other authorization/identification methods, provided that they allow to reliably identify the User and are provided by the functionality of the Website.

The User may register only one Personal Account on the Website using the same set of identification data.

3.5. Starting to use the Website in accordance with its functionality or performing other actions provided for in clause 3.3. of this Agreement, the User shall be deemed to have accepted the terms of this Agreement in full, without any reservations or exceptions. If the User does not agree with any provisions of this Agreement the User is not entitled to use the Website and is obliged to stop using it.

3.6. If the Company makes any amendments to this Agreement and the User does not agree with such amendments the User is obliged to stop using the Website.

3.7. Depending on the region or conditions determined by the Company or depending on other objective circumstances, the functionality of the Website (or certain Services) may be limited or unavailable to the Users (unavailability or limited functionality means the situation when the User is explicitly unable to use them). The use of any technical or program methods to circumvention of such limitations or inaccessibility is prohibited.

4. Registration

4.1. The User has the right to use the limited functionality of the Website without registration. The list of available Services for use without registration is determined by the Company and may be changed at any time at the Company's discretion.

The User is also entitled to use the limited functionality of the Website after Registration and creation of the Personal Account without charging a fee (Free functionality).

The Website's extended functionality includes additional Services which can be accessed after Registration and payment according to the selected Subscription Type.

4.2. To register, the User enters the following data in a special form: name, email address, password, and password confirmation.

After clicking on the "Register" button, an email containing an automatically generated link to confirm and complete the Registration shall be sent to the email address specified by the User.

The User is obliged to follow the link. The Registration is considered to be completed at the moment of clicking on the link.

The User's Personal Account shall be created as a result of the mentioned actions.

The User is given the opportunity to create the Personal Account by identification via a Google account.

4.3. When registering on the Website, the User is obliged to provide an accurate and reliable information about himself / herself, and in case of any modification of them - to update them. If providing false or incomplete information, the Company shall not be liable for inaccessibility or impossibility to perform certain actions.

4.4. The User independently selects a username/login (symbolic name of the account) and password. An email address may be used as a login. The Company has the right to prohibit the use of certain symbols as a login, as well as set requirements for the login and password (number of characters, allowed characters, etc.).

4.5. The User is solely responsible for the security of the chosen password and its resistance to any unauthorized access, as well as for ensuring the confidentiality and security of the password.

4.6. The User who starts using the Website's functionality warrants the Company that:

- the terms and conditions of this Agreement and other regulatory documents posted by the Company on the Website have been read by him/ her and their content is clear to him/ her;

- he/she fully agrees with the terms and conditions specified in this Agreement;

- the User is not limited in legal capacity and he/ she is entitled to perform actions using the Website's functionality;

- he/ she fully understands the meaning of his/ her actions and the legal consequences of entering into this Agreement;

- any actions performed from the User's Personal Account (including, but not limited to, confirmation of consent to any rules and documents, purchase of the extended access, purchase of the Subscription as a gift) will be considered as performed or approved by the User himself/ herself, unless proven otherwise;

- when accessing Content that has age restrictions, the User confirms that he/ she is an adult, i.e. a person who is at least 18 years old.

5. Use of the Website

5.1. The User is entitled to use the Website in accordance with its functionality in any lawful manner.

Certain Services of the Website are available only after payment according to the Subscription Type selected by the User.

5.2. The access to paid Services shall be granted immediately upon receipt by the Company of the payment in accordance with the selected Subscription Type.

If the paid Services are unavailable, the User undertakes to notify the Company by sending an email to info.lifeharmony@inbox.ru.

5.3. After Registration and creation of the Personal Account, the User has the right to add his/ her own image (photo image) to the Personal Account, as well as specify the name, date of birth, gender, and in some cases - place and time of birth, which will be taken into account when making recommendations, or in the absence of which certain functionality / the Service will not be provided.

5.4. The Company has the right to temporarily suspend the User's access to the Website or its certain Services, including the paid Services, for technical works with a prior notification of the User about such works within a reasonable time, but not less than 24 hours before their start in case of scheduled works or without prior notification - in case of emergency works.

Notification of the User about the scheduled technical works is carried out by posting the relevant information on the Website, and if technically possible - by notification in the Personal Account.

5.5. The Company has the right to restrict access to certain Content or Services on the Website by imposing age restrictions. Such Content or Services shall be marked by the Company as "18+" ("Age Restricted Content").

To access the Age Restricted Content or Services, the User must confirm that he/ she is an adult at least 18 years old and is not subject to any restrictions on the use of the Website. However, the Company does not verify the validity of such confirmation.

The User agrees to take reasonable measures to ensure that the Age Restricted Content or Service does not become available to persons under the age of consent, and shall be solely responsible for any liability or other adverse consequences of failure to comply with this obligation.

5.6. The User shall immediately notify the Company about any unauthorized access to his/ her Personal Account by third parties, as well as about any suspicions about the loss of the password.

5.7. Nothing in this Agreement indicates that the User is granted any additional rights other than those expressly described in this Agreement.

For the avoidance of doubts and ambiguous interpretation, the User is prohibited:

- a) use the Website or certain Services for purposes or in ways other than the functional purpose of the Website and Services;

- b) grant the right to use, assign, rent, lease, sublicense, distribute, otherwise transfer the Website or its parts, including the Personal Account, to third parties;

- c) bypass the Website's systems and technical security measures, hack into the software or security or security devices; download or install materials or programs containing malicious software, phishing programs,

and other similar materials and programs that contain, transmit, or activate malicious elements or disrupt the Website's security systems;

d) copy, change, adapt, modify in any other way the software of the Website, its components and Services;

e) copy, modify, publish, otherwise distribute the Content without the written permission of the Company or without a link to the Website as a source of information;

f) use the Website or its Services in any unlawful manner, including violating the rights and legitimate interests of third parties;

g) collect data through the Website, including data of the Website Users;

h) take any action or attempt to disclose or access the source code of the Website's software, including, but not limited to, actions to decode, modify, decrypt, extract, disassemble, decompile the software;

i) perform actions aimed at restricting access to the Website in general or restricting access of other Users to the Website or Services;

j) use any methods, means, equipment or software to circumvent restrictions on the use of the Website and the Services.

5.8. The Company has the right to terminate the User's access to the Website if the circumstances specified in clause 5.7. of this Agreement are revealed. In this case, the payment for extended access to the Services shall not be refunded to the User.

5.9. The User has the right to delete his/ her Personal Account at any time. Deletion of the Personal Account entails the deletion of all the data contained therein, except for the data that the Company is obliged to keep in accordance with the requirements of the applicable law.

If the User creates his/ her Personal Account again, access to previously deleted data will not be restored.

6. Subscription. Payment Terms and Conditions

6.1. The Company grants the User the right to use the functionality of the Website and Services on a gratuitous (free) or paid basis.

Access to the Website's Free Functionality is provided free of charge (clause 6.2. of this Agreement).

Access to the Website's extended functionality is provided for a fee. The User has the right to select the Subscription Type from the list defined by the Company.

6.2. The Free functionality of the Website means that the User is entitled to use certain Services for informational purposes for an unlimited period of time, but only within the available functionality. The list of Services available to the User free of charge is determined by the Company and may be changed at its discretion at any time.

The Company visually identifies the Services that are not available to the User within the framework of access to the Free Functionality.

6.3. The extended functionality of the Website and the full list of Services are available for a fee on the subscription basis according to the Subscription Type selected by the User.

The User has the right to switch to any paid Subscription Type at any time.

6.4. The Subscription is valid for the period of time paid for by the User. To extend the period of use of the Website's extended functionality, the User shall pay for a new Subscription before the paid Subscription expires, using the available Subscription Types.

If the Subscription is purchased for a new period of time before the expiration of the previously paid Subscription, the validity period of such Subscription shall be extended in proportion to the remaining period. The same rule applies to purchase of the Subscription as a gift (clauses 6.7-6.10 of this Agreement).

At the end of the paid Subscription period, if there is no payment to extend the term, the User is granted access to the Free functionality. In this case, the User is provided with the access to calculations and other materials created as a result of using the Services and saved by the User in the Personal Account, but without updating the data.

6.5. Payment for access to the extended functionality of the Website shall be made by the User on the basis of the selected Subscription Type by transferring funds to the Company's bank account. The terms of payment and refund are specified in Appendix No. 1 to this Agreement.

6.6. The Company reserves the right, at its sole discretion, without giving any reasons or special notifications, to change or terminate the mode of use of the functionality and the Services presented in the test (experimental) mode, as well as to change the terms of the Subscription at any time.

The terms and conditions of the Subscription Type paid for by the User remain unchanged until the paid period expires.

6.7. The User is entitled to pay for access to the Website's functionality in favor of a third party (hereinafter referred to as a "Subscription as a gift"). The validity period of the Subscription as a gift shall be determined by the Subscription Type, but shall not be limited to the period during which it may be used.

6.8. To send the Subscription as a gift, the User shall make payment in the manner set forth in this Article 6 of the Agreement.

After payment for the Subscription as a gift, a notification with a link and a Promo code shall be sent to the User's email address. The User shall independently send the link with the Promo code to any third party in any convenient way.

In order to use the Promo code, the recipient of the Subscription as a gift must follow the link and register or log in if he/ she has previously registered on the Website.

The Promo code for the Subscription as a gift is automatically displayed in the designated Promo Code field.

6.9. After confirmation of the Registration or identification (for registered Users) the Promo code is counted as payment according to the relevant Subscription Type and is displayed in the Personal Account of the recipient of the Subscription as a gift.

If the recipient of the Subscription as a gift has the paid Subscription according to any Subscription Type, his/ her access to the extended functionality of the Website will be extended for a period equal to the paid Subscription as a gift period.

6.10. The use of the Promo code via the link to receive the Subscription as a gift is allowed only once. The Promo code is considered to be used after the confirmation of the Registration via the link containing the Promo code, or the Identification (for registered Users). All subsequent attempts to use the Promo code shall be blocked.

6.11. The Company does not make funds if the User does not use or cancels the Subscribe as a gift, and also does not replace the Promo code with another Subscription Type or money.

7. Rights and obligations of the Parties

7.1. The User shall have the right to:

7.1.1. use the Website's functionality and Services in the form and in the ways that do not contradict this Agreement, the applicable law and do not violate the rights of third parties;

7.1.2. unilaterally withdraw from this Agreement at any time by terminating the use of the Website, as well as by deleting the Personal Account;

7.1.3. purchase the Subscription as a gift to third parties.

7.2. The User is obliged to:

7.2.1. provide reliable information about himself/ herself when registering/ identifying on the Website;

7.2.2. act in good faith and reasonably when using the Website's functionality;

7.2.3. not to perform any actions aimed at disruption of the operation of the Website, to comply with the provisions set out in clause 5.7. of this Agreement;

7.2.4. not to use the Website for purposes prohibited by the applicable law;

7.2.5. pay the fee for using the extended functionality of the Website;

7.2.6. when making the payment, specify correct, reliable and appropriate data for making the payment. By default, the User is considered a person authorized to pay for the access to the Website's extended functionality.

7.3. The Company shall have the right to:

7.3.1. keep the information about the User (IP addresses, data specified during the Registration/ Identification on the Website, other data), as well as process personal data of the Users in accordance with the Privacy Policy;

7.3.2. set the required fields which shall be filled by the User during the Registration/ Identification;

7.3.3. set login and/or password requirements.

7.3.4. amend this Agreement without prior notice to the Users by posting a new version of the Agreement on the Website;

7.3.5. use the information about the User, including the information specified in the Personal Account, when filing claims, lawsuits against the Company, bringing the Company to responsibility, sending requests for information and data by state authorities or courts;

7.3.6. change the functionality of the Website or the Services, introduce additional Services at its sole discretion without prior notice to the User;

7.3.7. unilaterally terminate this Agreement and delete the User's Personal Account if the User violates the terms and conditions of this Agreement, as well as if the User does not perform any activity in the Personal Account continuously for 1 (one) year.

7.4. The Company is obliged to:

7.4.1. store on servers physically located in the territory of the Republic of Belarus the information stipulated for by the law of the Republic of Belarus during the term of this Agreement and within one year from the date of its termination;

7.4.2. take measures to protect against disclosure of the User's personal data without the User's consent, to ensure data confidentiality, taking into account the features of the Website's functionality;

7.4.3. ensure the functionality and operability of the Website and its components, except for periods of software updates or necessary work.

8. Liability of the Parties. Limitation of liability

8.1. The Parties shall be liable for violation of the terms of this Agreement in accordance with the applicable law.

8.2. The Company makes every possible effort to ensure the Website's operability, but does not guarantee constant availability, uninterrupted and timely provision, security, accuracy, or absence of errors in the Website's operation. The only available option for the User in connection with the above problems is to immediately stop using the Website.

8.3. The Company provides the User with the opportunity to use the functionality of the Website "as is" and is not responsible for the discrepancy between the functionality of the Website or the Services and the User's expectations.

The Company notifies the User that all Content on the Website is of a recommendatory nature, does not guarantee results, and cannot replace a consultation with a specialist of the appropriate profile (doctor, psychologist, etc.).

The Company does not guarantee any results when using or in connection with the use of the Website and shall not be liable for any losses, damages, or other consequences of the User's actions (inaction) taken as a result of using the Website.

8.4. The Company does not process or store the User's payment data (bank card details) used to pay for the access to the Website. The security of payments and payment details shall be ensured by through the application of technical and other security measures of the servicing bank and/or the relevant payment service provider.

8.5. The Company is not responsible for the inability to use the functionality of the Website due to technical failures, which are the responsibility of the payment service provider or the bank, the unavailability of the connection to the server, for the quality of communication or technical failures in the operation of the provider, other persons or services, for restricting access to the Internet or the Website for any reason.

8.6. The Company shall not be liable if, after the User has confirmed that he/she is 18 years of age and has no restrictions, the Age Restricted Content or Service becomes available to a minor or a person who is subject to restrictions on the use of certain information resources.

8.7. The Company is not responsible for the number of impressions and content of ads displayed on the Website, placed by third-party contextual and/or targeted advertising services (including, but not limited to, Yandex.Direct, Google AdWords).

8.8. Any actions performed on the Website using the User's Personal Account shall be deemed to have been performed directly by the User. The User is responsible for unauthorized actions of third parties committed using his/ her account, as well as for his/ her own.

The Company is not responsible for unauthorized access by third parties to bank cards used to pay for the access to the Website, and does not make refunds due to erroneous payment, unauthorized access of the third parties, loss of the bank card, or other similar reasons.

8.9. If the User posts reviews about the Website on the Internet or other materials indicating the Website, the User confirms that such content reflects the User's personal opinion and may not coincide with the opinion of the Company. The User solely bears full responsibility for the content posted by him/her, including reviews.

9. Intellectual Property

9.1. The User hereby confirms that he/ she has been notified that:

- a) The Website is the intellectual property of the Company and is protected by copyright,
- b) all materials posted on the Website, including text, graphic or video materials (Content), are subject to copyright and are protected by law.

The User has no right to use neither the Website nor the Content in any other way than those provided for by the Website's functionality, without the written consent of the Company, and in case of any violation of the rights of the Company or third parties, the User undertakes to compensate for the losses or damages caused in full.

9.2. Nothing in this Agreement grants the User the right to use trademarks, brand names, logos of the Company or its partners.

9.3. If the User uses the Website in his/ her professional or business activities, the Company shall not be liable for any damage, loss of income, shortfall of income or profit by the User as a result of or in connection with the use of the Website.

10. Miscellaneous

10.1. The Company shall have the right to make any amendments to this Agreement at any time without the User's consent or agreement.

10.2. All amendments to this Agreement come into force from the moment of posting the new version of the Agreement on the Website. By continuing to use the Website, the User confirms his/ her consent with the Agreement in the version in force at the time of actual use of the Website.

10.3. All issues not regulated by this Agreement shall be resolved in accordance with the laws of the Republic of Belarus.

10.4. The Agreement comes into effect from the date of acceptance by the User and is valid until its termination by the Parties.

The User may terminate this Agreement at any time by ceasing to use the Website.

The Company may terminate this Agreement if the User violates the terms of the Agreement, as well as if the User does not use the Personal Account for 1 (one) year continuously. In these cases, no refund will be made to the User.

The Company also has the right to unilaterally withdraw from this Agreement and terminate the User's access to the Personal Account without refund in case of changes in the applicable law or adoption by authorized authorities and organizations (including foreign authorities and organizations in the User's country of residence) of decisions and acts, as a result of which access to the Website is prohibited or blocked.

10.5. The Parties shall be released from liability for failure to fulfill or improper fulfillment of obligations under this Agreement, if such failure (improper fulfillment) was caused by force majeure circumstances, including, but not limited to: natural disasters; industrial disasters; terrorist acts; military actions; civil unrest; adoption by state or local authorities of acts containing prohibitions or restrictions under the Agreement; other circumstances arising after the conclusion of this Agreement as a result of extraordinary circumstances that the Parties could not have foreseen or prevented by reasonable measures.

In case of force majeure circumstances, each Party shall notify the other Party about them within a reasonable time, as well as notify about the termination of force majeure circumstances within the same period of time.

The Company has the right to notify the User of the occurrence and termination of force majeure circumstances by posting information on the Website or, if technically possible, in the Personal Account.

The User notifies the Company of the above circumstances by sending an email to the Company's address: info.lifeharmony@inbox.ru.

10.6. The invalidity of certain provisions of this Agreement shall not entail the invalidity of the Agreement as a whole or the invalidity of other clauses and conditions of the Agreement.

10.7. The Parties have agreed to consider the details of each Party as follows:

10.7.1. The User's details – data specified by the User during the Registration/ Identification, as well as payment data contained in bank statements or documents provided by the payment service provider;

10.7.2. The Company's details:

BookFormBy Limited Liability Company»

TIN (UNP) 391845222

Located at: 4A Kovrovaya str., office 9, Vitebsk, 210002, Republic of Belarus

Account: BY83PJCB30122046251000000933

Bank: "Priorbank" Joint Stock Company ("Priorbank" JSC)

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