

Terms of Use — Cheri: Chair Yoga for Seniors

Effective Date: September 19, 2025

Acceptance of Terms

These Terms of Use ("Terms") are a binding agreement between you ("you" or "user") and **Sofia Naumova** (the "Company," "we," "us," or "our") governing your use of our mobile application(s) **Cheri: Chair Yoga for Seniors** (the "App"), our website(s), and all related services (together, the "Service"). By creating an account, clicking "I Agree," or otherwise using the Service, you confirm that you are **at least 16 years old** and have the legal capacity to enter into these Terms. **If you are under the age of majority in your jurisdiction (18 in many places), you represent that a parent or legal guardian consents to your use of the Service.**

Purpose of the App

The App provides chair-based yoga routines and wellness content designed primarily for older adults. The App is **not** a medical device, does **not** provide medical advice, and is **not** a substitute for professional healthcare services.

Medical Disclaimer

The Company (Sofia Naumova) is **not** a licensed medical provider. The App content is for informational and educational purposes only. Your use does **not** create a doctor–patient relationship. **Always consult your physician** before starting any exercise program. If you experience a medical emergency, call your local emergency number immediately.

Contraindications and Medical Advice

If you are **pregnant, postpartum, or have any known medical condition** (including but not limited to osteoporosis, arthritis, cardiovascular disease, hypertension, diabetes, balance disorders, glaucoma, spinal disc disease, hernias, joint replacements, recent surgery or injuries, or neurological conditions), **consult your physician before using the App**. For older adults, we **strongly recommend** obtaining medical clearance, especially if you are new to exercise or managing chronic conditions.

Safety Rules for Chair Yoga

Use a **stable, non-rolling** chair on a flat surface; ensure the area is free of hazards; wear comfortable clothing; move slowly; and, if needed, have a caregiver nearby. The Company cannot monitor your technique or surroundings. You are solely responsible for using a **stable, non-rolling chair** on a flat surface, moving within a pain-free range, and following all **Stop Rules** and safety guidance. We are **not liable** for harm resulting from **failure to follow** safety instructions or from hazards in your environment, to the maximum extent permitted by law.

Stop Rules

Stop immediately and seek medical advice if you experience sharp pain, chest pain, shortness of breath, dizziness, faintness, numbness, or sudden vision or speech changes.

Assumption of Risk and Release of Liability

You understand and agree that physical activity involves inherent risks, including falls, strains, overexertion, and aggravation of existing conditions. You **voluntarily assume all such risks** arising from your use of the App and your exercise environment (including your chair, flooring, footwear, available space, and any third-party equipment). To the **maximum extent permitted by law**, you **release and discharge** the Company from any and all claims, demands, and causes of action arising out of or related to injuries (including bodily injury), discomfort, or other harm suffered in

connection with your use of the App, **except** to the extent caused by our **intentional misconduct** or where a waiver is not permitted by law.

No Guarantee of Results

We do not guarantee specific outcomes or improvements. Results vary by individual.

Accounts and Security

You agree to provide accurate information, maintain the confidentiality of your credentials, and are responsible for all activity under your account. You consent to receive service-related communications (e.g., transactional emails, push notifications). You are responsible for securing your device, enabling a passcode/biometrics, and keeping your contact details up to date.

Subscriptions & Billing (Auto-Renewal)

Price & Term. The price, billing period (e.g., monthly/yearly), and any free-trial length are shown before purchase.

Auto-Renewal. Your subscription renews automatically at the end of each term unless canceled at least **24 hours** before renewal.

How to Cancel. You can cancel at any time in your platform account settings:

- **iOS:** Settings → Apple ID → Subscriptions → “Chair Yoga for Seniors”.
- **Android:** Google Play app → Profile → Payments & subscriptions → Subscriptions.

Deleting the App does **not** cancel a subscription.

Trials. If you start a free trial and don’t cancel at least 24 hours before it ends, the plan converts to a paid subscription.

Refunds. Refunds are handled by the app store under its policies. Where required by law (e.g., EU/UK cooling- off), you may have additional rights.

EU/UK Consumers – Right of Withdrawal. If you purchase a subscription online, you have **14 days** to withdraw without giving any reason. If you choose “**Start immediately and waive my right of withdrawal,**” access begins right away and your right of withdrawal ends once full performance starts.

Intellectual Property

All content in the Service is owned by the Company or its licensors and protected by copyright and trademark laws.

User Content & Feedback

If you submit reviews, comments, or ideas, you grant the Company a perpetual, worldwide, irrevocable, royalty- free license to use and adapt them for any purpose without compensation. You are responsible for your submissions and must not post unlawful, infringing, or harmful content. We may remove content that violates these Terms.

Prohibited Conduct

You agree not to misuse the Service, reverse engineer, interfere with its operation, upload malware, or use it for unlawful purposes.

Third-Party Services

The Service may include third- party services. We are not responsible for their content or safety.

Disclaimers

The Service is provided “**as is**” and “**as available,**” without warranties of any kind.

Limitation of Liability

To the maximum extent permitted by law, the Company and its affiliates, officers, employees, and contractors shall not be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages; loss of profits, goodwill, data, or business interruption; emotional distress, pain and suffering, loss of enjoyment, or reputational harm, even if foreseeable. Our total aggregate liability for all claims arising out of or relating to the App or these Terms shall not exceed the greater of: (a) the amounts you paid to us for the App in the 12 months preceding the claim, or (b) USD \$50.

Legal Limits

(Non-Excludable Liability). Nothing in these Terms limits or excludes liability to the extent such limitation is prohibited by applicable law, including liability for death or personal injury caused by negligence, fraud, or gross negligence where such exclusions are not permitted.

Force Majeure

We will not be liable for any failure or delay in performance caused by events beyond our reasonable control, including accidents, outages, or acts of third parties.

Indemnity

You agree to indemnify the Company for claims arising from your use of the App or violation of these Terms.

Dispute Resolution

US Users – Binding Arbitration & Class Waiver. You and the Company agree to resolve any dispute **individually** by binding arbitration administered by the **American Arbitration Association (AAA)** under its **Consumer Arbitration Rules**. **Class actions and class- wide relief are waived.** Either party may bring an individual claim in **small- claims court**. Before filing, you must email a **Notice of Dispute** to

support@anxietyrelief.app and describing the claim and requested relief. If unresolved after **30 days**, either party may start arbitration. You may **opt out** of arbitration within **30 days** after you first accept these Terms by emailing **support@anxietyrelief.app** with subject “**Arbitration Opt- Out.**” AAA rules govern fees. Unless agreed otherwise, hearings occur in your county of residence or by video. The **U.S. Federal Arbitration Act (FAA)** governs the interpretation and enforcement of this arbitration agreement.

EU/UK Users. Where mandatory local law prohibits arbitration for consumers, disputes may be brought in your local courts. Your statutory consumer rights remain unaffected.

Governing Law & Venue (non- exclusive)

Except where overridden by mandatory consumer law of your country of residence, these Terms are governed by the laws of **England & Wales**. The courts of **England & Wales** have **non- exclusive** jurisdiction. **EU/UK consumers:** You may bring proceedings in the courts of your **place of residence**, and mandatory consumer protection laws of your country will still apply.

Termination

We may suspend or terminate your access for violations of these Terms or misuse of the Service. You may terminate by discontinuing use and canceling your subscription. Upon termination, provisions that by their nature should survive (including **Intellectual Property, Disclaimers, Limitation of Liability, Indemnity, Dispute Resolution, Governing Law & Venue**) survive termination.

Changes to Terms

We may update these Terms. For material changes, we will provide reasonable notice. Continued use after the effective date constitutes acceptance of the updated Terms.

Contact Us

Email: support@anxietyrelief.app

In-App Safety Reminder

Before first use, users must confirm: (1) I will consult a physician if pregnant, postpartum, or with known conditions; (2) I will use a stable, non-rolling chair on a flat surface; (3) I will stop if I feel pain, dizziness, or other concerning symptoms; (4) I understand I use the App at my own risk.
