

Terms & Conditions – Guarantee App

Last Updated: [02/12/2025]

Welcome to **Guarantee App** (“App”, “we”, “us”, “our”).

These Terms & Conditions (“Terms”) form a legally binding agreement between you and Guarantee App for the use of our mobile application designed to help users quit chewing tobacco.

By downloading, installing, purchasing, or using the App, **you agree to these Terms**.

If you disagree with any part, please do not use the App.

1. Eligibility

You must be:

- at least **18 years of age**, and
- legally capable of entering a binding agreement under Indian law.

If you are below 18, you may not use the App.

2. Nature & Purpose of the App

Guarantee App is designed to:

- provide guidance, motivation, and behavioural support
- help users quit chewing tobacco
- offer educational content, audio sessions, exercises, and structured programs

This App **does NOT provide medical treatment or diagnosis** and is **not a substitute for professional healthcare**.

3. License to Use

We grant you a **limited, revocable, non-transferable, non-exclusive** license to:

- download and install the App,
- use it for your personal, non-commercial purposes.

You **may NOT**:

- copy or distribute the App or its content
- modify, reverse engineer, or decompile
- use the App for illegal, abusive, or harmful activities
- resell access or share paid content with others

4. User Account

To access certain features, you may be required to create an account.

You agree to:

- provide accurate and truthful information
- keep your login details confidential
- be responsible for all activities under your account

We reserve the right to **suspend or terminate** accounts for violation of these Terms.

5. Payments, Subscriptions & Refunds

Guarantee App is a **paid application**.

5.1 Payment Processing

All payments, in-app purchases, and subscriptions are processed through:

- **Google Play Store**
- **Apple App Store**

Their respective payment terms apply.

5.2 Auto-renewal (If applicable)

If subscriptions or recurring plans are offered:

- they may renew automatically unless cancelled
- cancellation must be done through Play Store/App Store settings

5.3 Refund Policy

Refunds are governed by:

- Google Play refund policies
- Apple App Store refund policies

We **do not guarantee** refunds directly.

6. Health Disclaimer (Important for India Compliance)

Guarantee App:

- does **not** provide medical or clinical advice
- does **not** diagnose health conditions
- does **not** replace doctors, psychologists, or addiction specialists

You should consult:

- a healthcare professional,
- addiction counselor, or
- medical practitioner

before making decisions related to quitting tobacco, dietary changes, medication, or mental health.

Use of the App is at **your own risk**.

7. User Responsibilities

You agree **not** to:

- use the App for unlawful purposes
- submit harmful, offensive, or misleading content
- disrupt or interfere with the App's functioning
- attempt unauthorized access to servers, source code, or databases

8. Intellectual Property

All content within the App—including:

- text
- videos
- audio sessions
- graphics
- program structure
- trademarks

is the exclusive property of Guarantee App or its licensors.

Unauthorized copying, sharing, reproduction, or distribution is prohibited.

9. Data Collection & Privacy

Your privacy is important to us.

Our **Privacy Policy** explains:

- what personal information we collect
- how we use it
- how we store and protect it
- your rights under Indian data protection standards

By using the App, you consent to data practices described in our Privacy Policy.

10. Third-Party Services

The App may use:

- analytics tools
- payment gateways
- cloud hosting services
- content delivery networks

We are not responsible for:

- third-party actions
- downtime
- data breach incidents on third-party platforms

where legally permissible.

11. Updates & Modifications

We may:

- update the App,
- modify content,
- change features,
- revise pricing, or
- change these Terms

at any time.

Continued use means you accept the updated Terms.

12. Termination of Use

We reserve the right to terminate or restrict access if:

- you violate these Terms
- we discontinue the App
- required by law

Upon termination:

- your license to use the App ends

- you may lose access to certain features or content

13. Limitation of Liability

To the maximum extent permitted under Indian law, Guarantee App is **not liable** for:

- any direct, indirect, incidental, or consequential damages
- health decisions made based on App content
- data loss
- device issues caused by third-party platforms

Use of the App is at your sole risk.

14. Indemnification

You agree to indemnify and hold Guarantee App harmless from:

- claims, damages, liabilities
- legal fees

arising from your misuse of the App or violation of these Terms.

15. Governing Law & Jurisdiction

These Terms are governed by the laws of **India**.

All disputes shall be subject to the exclusive jurisdiction of the courts located in **[Bhopal/State – Madhya Pradesh, India]**.