

Respirello – Terms and Conditions of Use

Effective Date: [●] September 1, 2025

Controller: Respirello Corp. (“Respirello”, “we”, “our”, “us”)

1. Acceptance of Terms

By accessing or using the Respirello mobile application and associated services (the “App”), you agree to be bound by these Terms and Conditions. If you do not agree, do not use the App.

2. Wellness Disclaimer, Not Medical Advice

Respirello provides breathing practices and wellness content for **informational and educational purposes only**. They are **not a substitute** for professional medical, psychological, or therapeutic advice, diagnosis, or treatment.

- In case of emergency or risk, contact local emergency services immediately.
 - Always consult a qualified healthcare provider if you have any medical conditions (e.g., hypertension, cardiovascular or pulmonary conditions, severe anxiety, migraines, epilepsy, pregnancy).
 - Stop any practice if you experience pain, dizziness, shortness of breath, blurred vision, or other concerning symptoms.
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3. Age and Consent

The App is available to users aged 4 and older.

- If you are a minor under the laws of your country, you must use the App with the consent and supervision of a parent or legal guardian.
 - By using the App, you represent that you have obtained such consent where required.
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4. Account Registration

- Certain features require you to create an account.
 - You agree to provide accurate, up-to-date, and complete information.
 - You are solely responsible for maintaining the confidentiality of your credentials and for all activity under your account.
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5. Intellectual Property & User Content

- All content in the App (audio, sounds, guides, text, graphics, logos) is the property of Respirello or its licensors, protected by copyright and intellectual property laws.
 - **Personalized sessions** you create are considered **User Content**. By creating them, you grant Respirello a limited, worldwide, non-exclusive license to host and reproduce them within the App for operational purposes (not commercial), until you delete them.
 - You may not copy, modify, distribute, or commercially exploit any part of the App without prior written consent.
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6. Health Conditions

By using the App, you acknowledge and agree that:

- You practice under your own responsibility.
 - Respirello is not responsible for any damages arising from the use of the App in contravention of your health conditions.
 - Personalized sessions are **not designed for medical or psychiatric crises**.
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7. App Features

7.1. Library & Guided Exercises

The App includes guided exercises with metadata such as duration, benefits, and recommendations. You must follow them responsibly.

7.2. Interaction Bot

The App's bot provides empathetic support and exercise recommendations. It does not provide diagnoses or medical advice.

7.3. Community of Breathworkers

You may access breathworker profiles in the “Community” section. Respirello is not responsible for services provided outside the App. All interactions with breathworkers are at your sole discretion and responsibility.

7.4. “Personalize Your Breathing” (Custom Sessions)

- You can create your own sessions by adjusting rhythms, times, and sounds.
- You are solely responsible for these configurations and how you use them.
- Do not use while driving, operating machinery, or during activities requiring full attention.
- Consult your physician before modifying breathing patterns if you have health conditions.
- Respirello may apply reasonable technical limits to prevent unsafe settings.

7.5. Sharing Sessions with Third Parties

- You may share sessions with third parties via link or email.
- By doing so, you declare that you have obtained the recipient’s prior consent to receive the invitation.
- You must not use this feature for spam, marketing, harassment, or mass distribution.
- Recipient emails are used **exclusively** to deliver the invitation and manage delivery/opt-out.
- Recipients can reject future invitations and request deletion of their data.
- You are solely responsible for ensuring legality and consent for such sharing.

8. Subscriptions & Payments

- Certain features (including customization and sharing sessions) require **Respirello Premium**.
- Payments are processed via Apple App Store or Google Play, in accordance with their own terms.
- Refunds are only provided as required by law or the policies of the app stores.

9. User Conduct

You agree not to:

- Use the App for illegal, abusive, or fraudulent purposes.
 - Share offensive, defamatory, violent, sexually explicit, or infringing content.
 - Attempt to compromise the security or integrity of the App.
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10. Limitation of Liability

Respirello shall not be liable for:

- Direct, indirect, incidental, or consequential damages arising from the use of the App, except as required by law.
 - Connectivity issues, service availability, content accuracy, or interruptions.
 - Actions of third parties (including breathworkers in the Community).
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11. Indemnification

You agree to indemnify and hold Respirello harmless from claims, damages, liabilities, costs, or expenses arising from:

- Your use of personalized sessions.
 - Sharing invitations without consent or in violation of applicable law.
 - User Content infringing third-party rights.
 - Any breach of these Terms.
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12. Modifications

Respirello may update these Terms at any time. Changes will be notified through the App or by email. Continued use constitutes acceptance of the updated Terms.

13. Governing Law & Jurisdiction

These Terms are governed by the laws of the **State of Delaware, USA**. Any disputes shall be submitted to the competent courts of Delaware, unless otherwise required by applicable law.

14. Contact

For questions, comments, or complaints, you may contact us at:

 support@respirello.com

Respirello Privacy Policy (English)

Effective Date: September 1, 2025

Controller: Respirello Corp. (“Respirello”, “we”, “our”)

At Respirello, we care about your privacy. This Policy explains what data we collect, how we use and share it, and what choices you have. By using our mobile application and associated website (the “App”), you agree to this Policy.

1. Wellness Notice, Not Medical Advice

Respirello provides breathing practices and wellness content for informational purposes only. They are not a substitute for professional advice, diagnosis, or treatment. For emergencies or risk situations, contact local emergency services or a healthcare professional.

2. Data We Collect

- **Registration data:** name, email, password, language, country.
 - **Usage data:** activities within the App, preferences, statistics.
 - **Optional data:** health conditions (e.g., hypertension) voluntarily shared by the user to personalize exercises.
 - **Technical data:** device, operating system, identifiers, cookies or similar technologies.
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3. How We Use Data

- To personalize exercises and experiences.
 - To analyze App usage and improve functionality.
 - To provide social features (Community, share sessions).
 - To send relevant communications about the App (if the user allows it).
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4. Sharing Data

- **Service providers:** companies that help us with infrastructure, analytics, support, or payments.
 - **Social features:** when you share a personalized session with a third party, you are responsible for having their consent to receive communications from Respirello.
 - **Legal requirements:** we may disclose data if required by law or a competent authority.
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5. Breathworkers Community

The App allows access to breathworker and facilitator profiles. Respirello is not responsible for the content or interactions they provide, nor does it guarantee their professional qualifications. Users are responsible for their interactions.

6. Personalized Sessions and Shared Content

- When creating a personalized session, the user is responsible for ensuring it is safe and appropriate for their personal practice.
 - When sharing a session with third parties, the user confirms they are authorized to do so and that the third party consents to receive communications from Respirello.
 - Respirello is not responsible for the outcomes of sessions created or shared by users.
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7. Subscriptions and Payments

Subscriptions are managed directly through the Apple App Store and Google Play Store. Respirello does not store users' financial data.

8. Security

We apply technical and organizational measures to protect your data. No system is 100% secure, but we work to safeguard your information.

9. User Rights

Depending on your place of residence, you may:

- Access, correct, or delete your data.
- Withdraw your consent.
- Limit or object to certain uses of your data.

To exercise your rights, contact us at **support@respirello.com** or by postal mail at:

Respirello Corp.
16192 Coastal Highway, Lewes, Delaware 19958, USA

10. Minors

The App is designed for users aged 4 and older. Parents or guardians are responsible for supervising use by minors.

11. Changes to This Policy

We may update this Policy. We will notify you of significant changes through the App or by email.

12. Contact

If you have any questions about this Policy, contact us at **support@respirello.com** or at the postal address above.