

Terms of Services

Please read these Terms of Service (“Terms”, “Terms of Service”, “T&C”) carefully before using **ECLIPSE APPLICATION - CM MENTALGROWTH LTD** product (the “Service”, the “App”) operated by **CM MENTALGROWTH LTD** (“us”, “we”, or “our”).

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms of Service apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Availability, Errors and Inaccuracies.

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be described inaccurately, or unavailable, and we may experience delays in updating information on the Service. We cannot and do not guarantee the accuracy or completeness of any information, including product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Intellectual Property.

The Service does not claim any ownership or rights to non-original content.

The Service and its original content, features and functionality are and will remain the exclusive property of **CM MENTALGROWTH LTD** and its licensors and partners. The Service is protected by copyright, trademark, and other laws. Our trademarks may not be used in connection with any product or service without the prior written consent of **CM MENTALGROWTH LTD**.

Links to Other Web Sites and Services.

Our Service may contain links to third-party web sites or services that are not owned or controlled by **CM MENTALGROWTH LTD**. We have no control over any service we are linked to so we cannot be responsible for safeguarding any information which you provide, such, this terms do not govern such sites. Caution should be exercised when visiting linked websites and the privacy statement of the website in question should be examined.

CM MENTALGROWTH LTD has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that **CM MENTALGROWTH LTD** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services. We strongly advise you to read the terms of service and privacy policies of any thirdparty web sites or services that you visit.

Subscription Fees and Payment.

We offer subscriptions for our Service: annual, weekly and monthly subscriptions with or without free trial period. By selecting subscription, you agree to pay in advance the applicable subscription fee, if any, as posted in the App, plus any applicable taxes and other fees that may accrue in relation to your use of the Service. All fees are non-refundable and non-transferable unless otherwise provided in these Terms. All fees and applicable taxes, if any, are payable in United States dollars. Payment will be charged to iTunes Account at confirmation of purchase.

Free Trial.

We may offer a free trial subscription for the Service. Free trial provides you with 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. Free trial subscriptions are only available to new users.

General.

When you are purchasing a subscription (a **Transaction**) you expressly authorize us (or our third-party payment processor) to charge you for such Transaction. We or our processor may ask you to supply additional information relevant to your Transaction, including your credit card number, the expiration date of your credit card and your email and postal addresses for billing and notification (such information called **Payment Information**). You represent and warrant that you have the legal right to use all payment method(s) represented by any such Payment Information. When you initiate a Transaction, you authorize us or our processor to provide your Payment Information to third parties so we or our processor can complete your Transaction and to charge your payment method for the type of Transaction you have selected (plus any applicable taxes and other charges). You may need to provide additional information to verify your identity before completing your Transaction (such information is included within the definition of Payment Information).

Advance Payment of Subscription Fees.

If you purchase a subscription, the subscription fee (plus any applicable taxes and other charges) will be charged to you at the beginning of the paying portion of your subscription. Any of the chosen subscriptions has its own recurring billing. E.g, annual subscription will be charged to you at the beginning of your subscription and each year thereafter at the then-current rate. For annual subscription, you will be automatically charged each year, on the calendar day corresponding to the date of commencement of your subscription. Annual subscription fees auto-renew as set forth below.

Recurring Payment.

By entering into these Terms and electing any subscription, you acknowledge that your subscription has a recurring payment feature and you accept responsibility for all recurring payment obligations prior to cancellation of your subscription by you or by us. Your subscription continues until canceled by you.

Renewal of Subscription.

- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period;
- The account will be charged for renewal within 24-hours prior to the end of the current period;
- Your subscription will automatically renew at the end of each term and your credit card will be charged. You can turn off auto-renew at any time from your user's Account Settings, but we cannot offer refunds for any unused portion of the term.

Cancellation of Subscription.

You may cancel your subscription at any time. All payments are non-refundable and non-transferable. You will not receive a refund of any portion of the subscription fee paid for the then-current subscription period at the time of cancellation. If you cancel, you can continue to enjoy your subscription through the end of your paid period. To cancel, you can go to Settings of your iPhone, tap App and iTunes Stores, tap your Apple ID, tap View Apple ID, sign in if requested, then tap Manage under Subscriptions, choose your subscription for handling, to change your subscription use available options.

Termination.

If we or our assets are acquired by a third party as a result of a transaction such as a merger, acquisition or asset sale, or if we go out of business or enter bankruptcy, we may discontinue offering the Service and will not be required to provide any refunds.

Subscription Price Changes.

The price of subscription is indicated in the App and is subject to change at any time without notice. We reserve the right at any time to correct any inadvertent pricing errors, to change or revoke any limited-time offer, and to correct any errors, inaccuracies, or omissions in the App, including after you have been charged your subscription fee. If we change the price of your subscription, you have the option to cancel at any time before the new price is applied.

Limitation of Liability.

In no event shall **CM MENTALGROWTH LTD**, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from any content obtained from the Service or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer.

Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, for a particular purpose. By accepting these T&C, you confirm that you are solely responsible for your interpretation of any content provided.

CM MENTALGROWTH LTD, its subsidiaries, affiliates, and its licensors do not warrant that: the Service will function uninterrupted, secure or available at any particular time or location, any errors or defects will be corrected.

Exclusions.

Without limiting the generality of the foregoing and notwithstanding any other provision of these terms, under no circumstances will **CM MENTALGROWTH LTD** ever be liable to you or any other person for any indirect, incidental, consequential, special, punitive or exemplary loss or damage arising from, connected with, or relating to your use of the Service.

Governing Law.

These Terms shall be governed and construed in accordance with the laws of the Republic of Cyprus without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior

agreements we might have between us regarding the Service. Any dispute regarding the provisions of these Terms must be submitted to the courts in the Republic of Cyprus.

Term and Changes.

All provisions of the Terms which by their nature should survive termination of usage of the Service shall survive such termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

We reserve the right, at our sole discretion, to modify or replace these Terms of Service at any time. When we do such updates we revise the updated date at the bottom of this page. By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must stop using the Service.

Contact Us

If you have any questions about these Terms, please contact us.

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