

Terms and Conditions

Last updated: 29-10-2020

Definitions

For the purposes of these Terms and Conditions:

- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Think Up
- Service refers to the Website www.thinkup.nl Alexander Technique lessons, the Think up app called flow balance and ease, private-or group Alexander Technique-lessons
- Terms and Conditions (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service and your legal relationship.
- Material/Materials refers to: Think Up, the Think Up logo, the app design, the audio guides categories and titles and the audio guides content.
- Website refers to Think up Alexander Technique Maaiké Aarts www.thinkup.nl
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

1. Acknowledgement

These are the Terms and Conditions governing the use of this Service and the legal relationship between you and Think Up. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions 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 and Conditions. If You disagree with any part of these Terms and Conditions then You may not access the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company.

Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

2. Payment Terms

Think Up does not collect financial information for membership purchases and does not store any payment information directly. The Think Up mobile application service in-app purchase payments transactions and the storing of payment information is managed and handled entirely by your App Store Provider and are not the responsibility of Think Up. Your App Store Provider is behind the billing, processing and charging for the in-app purchases on the mobile application. You acknowledge and agree that all billing and transaction processes are handled by the App Store Provider from whose platform you downloaded the Think Up mobile application and are governed by the App Store Provider's terms and conditions/EULA for in-app purchases transactions. If you have any payment related issues with In-App Purchases, then you need to contact the App Store Provider directly.

3. Subscription

Subscriptions are month-to-month at the current pricing. Subscriptions auto-renew automatically at the end of each monthly billing cycle. You may cancel at any time at least 24 hours before the end of the billing cycle with the App Provider directly for mobile application in-app purchases.

No refunds will be issued for the current billing cycle. You can view your account information to view your subscription information.

When you purchase a subscription, you will initially be charged at the rate applicable at the time of your agreement to subscribe.

If Think Up later increases the price of the subscription, Think Up will notify you via email. The increase will apply to the next payment due from you after the notice, provided that you have been given at least 10 days' prior notice before the charge is made. If you are given less than 10 days' prior notice, the price increase will not apply until the payment after the next payment due.

All payments made are non-refundable and non-transferable, and no suspension, rebate or reckoning up is allowed. If you have any concerns or objections regarding charges, you agree to raise them with Think Up first and you agree not to cancel or reject any credit card or third party payment processing charges unless you have made a reasonable attempt at resolving the matter directly with Think Up.

4. Limited Warranties

Listening to and using the audio guides of the app 'Flow balance & ease' is at your own risk. Always use common sense and caution! Do not use the app or listen to the audio guides while working with (heavy) machinery or while in busy traffic. In case you listen to an audio guide on your bike, or while driving, running or walking, only do so when permitted by the laws of your country. Before you use the app and before you listen to the audio guides of this app, make sure you have checked your surroundings carefully, and make sure the space around you is clear. Always use your common sense to protect yourself and others.

Think Up is not liable for any mental, emotional or any physical damages including but not limited to bodily harm, illness or death that may result from the use of the Services.

Except with respect to any claim arising out of wilful misconduct or gross negligence, the Company is not liable for any damages whatsoever arising out of or related to the Service or any act, omission or event occurring in connection therewith. In case the Company is liable the liability for any damages whatsoever is limited to the amount You paid for the Service in the year that the damage occurred.

5. Use of Services

Audio guides should be listened to in a safe, well-lit space, free of obstacles and with clothing that allows free movement. If you feel light-headed, dizzy, faint or if you have any discomfort stop immediately and consult your physician. Be sure to monitor your condition during listening to the audio guides and stay within your limits.

When listening to the audio guides outside, for instance while driving, on the bike, or while running or walking, if allowed by your local laws, use your common sense, put your mobile phone safely in your pocket or in a phone holder and always put in your earphones.

In case you listen to an audio guide for instance on your bike, while driving or while running or walking, only do so when permitted by the laws of your country. Before you use the app and listen to the audio guides of this app, make sure you have checked your surroundings carefully, and make sure the space around you is clear. Always use your common sense to protect yourself and others. You agree that you will be listening to the audio guides at your own risk.

6. Minors

The use of Think Up app Flow balance & ease is for persons eighteen (18) years of age, or older. Minors may use the Service only after clear parental or guardian consent.

7. Privacy Terms

Think Up does not store or collect any personal data. We may use third-party Service Providers to monitor and analyse the use of our Service. We use Google Analytics. Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

8. Limitations and Exclusions of Liability 'As is' and 'As available' disclaimer

The Service is provided to You "as is" and "as available" and with all faults and defects without warranty of any kind. Think Up does not warrant that the Think Up app will be available at all time or that a user's use will be continuous or error free. To the maximum extent permitted under applicable law, the Company, on its own behalf and on behalf of its Affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Service, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, the Company provides no warranty or undertaking, and makes no representation of any kind that the Service will meet Your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither the Company nor any of the company's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Service, or the information, content, and materials or products included thereon; (ii) that the Service will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Service; or (iv) that the Service, its servers, the content, or e-mails sent from or on behalf of the Company are free of viruses, scripts, trojan horses, worms, malware, time-bombs or other harmful components.

9. Governing law

The laws of the of the Netherlands shall exclusively govern our legal relationship, this Terms and Your use of the Service.

10. Disputes resolution

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting Think Up.

11. Translation interpretation

These Terms and Conditions may have been translated if We have made them available to you on our Service. You agree that the original English text shall prevail in the case of a dispute.

12. Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of Think Up Alexander Technique Maaik Aarts. You acknowledge and agree that all Materials on the Service are made available to you for limited, non-commercial, personal use only. No Material may be copied, reproduced, republished, sold, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity, without Think Up's prior express written permission. You may not add, delete, distort, or otherwise modify the Material. Any unauthorised attempt to modify any Material, to defeat or circumvent any security features, or to utilise the Service or any part of the Material for any purpose other than its intended purposes is strictly prohibited.

13. Links To Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by Think up Alexander Technique.

Think up-Alexander Technique 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 Think Up-Alexander Technique 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.

14. Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

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, please stop using the Service.

15. Termination

We may terminate or suspend your account, or access to our Service immediately, without prior notice or liability, for any reason whatsoever, including - without limitation - if you breach the Terms.

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

16. Contact

If you have any questions about these Terms and Conditions, you can contact Us by email: m@thinkup.nl