

Terms of Use

Effective date: April 23, 2022

Please read these terms and conditions carefully. FOP Shatkov Oleksandr Yuriyovich (which owns the «Cabitexo» and «Welps» brands, mobile app and <https://cabitexo.com/> website) provides an online fitness community and related products, services, content and features. By registering as a member or by visiting, browsing, or using the Service in any way, accept and agree to be bound by these Terms, which forms a binding agreement between you and FOP Shatkov Oleksandr Yuriyovich.

Definitions

For the purposes of these Terms and Conditions:

- **Application** means the software program provided by FOP Shatkov Oleksandr Yuriyovich downloaded by You on any electronic device, named Cabitexo or Welps (depending on your location).
- **Application Store** means the digital distribution service operated and developed by Apple Inc. (Apple App Store) or Google Inc. (Google Play Store) in which the Application has been downloaded.
- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Content** refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- **Device** means any device that can access the Service such as a computer, a cellphone or a digital tablet.
- **Feedback** means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- **In-app Purchase** refers to the purchase of a product, item, service or Subscription made through the Application and subject to these Terms and Conditions and/or the Application Store's own terms and conditions.
- **Promotions** refer to contests, sweepstakes or other promotions offered through the Service.
- **Service** refers to the Application or the Website or both.
- **Subscriptions** refer to the services or access to the Service offered on a subscription basis by FOP Shatkov Oleksandr Yuriyovich to You.
- **Terms and Conditions** (also referred as "Terms") mean these Terms and Conditions that form the entire agreement between You and FOP Shatkov Oleksandr Yuriyovich regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- **Website** refers to web content accessible from <https://cabitexo.com/>
- **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.

Acknowledgement

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and FOP Shatkov Oleksandr Yuriyovich. 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.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the [Privacy Policy](#) of Welps and Cabitexo online services. 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.

Health Disclaimer

FOP SHATKOV OLEKSANDR YURIYOVICH OFFERS HEALTH AND FITNESS INFORMATION AND IS DESIGNED FOR EDUCATIONAL AND ENTERTAINMENT PURPOSES ONLY. YOU SHOULD CONSULT YOUR PHYSICIAN OR GENERAL PRACTITIONER BEFORE BEGINNING A NEW FITNESS PROGRAM. YOU SHOULD NOT RELY ON THIS INFORMATION AS A SUBSTITUTE FOR, NOR DOES IT REPLACE, PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. IF YOU HAVE ANY CONCERNS OR QUESTIONS ABOUT YOUR HEALTH, YOU SHOULD ALWAYS CONSULT WITH A PHYSICIAN, GENERAL PRACTITIONER OR OTHER HEALTH-CARE PROFESSIONAL. DO NOT DISREGARD, AVOID OR DELAY OBTAINING MEDICAL OR HEALTH RELATED ADVICE FROM YOUR HEALTHCARE PROFESSIONAL BECAUSE OF SOMETHING YOU MAY HAVE READ ON THE FOP SHATKOV OLEKSANDR YURIYOVICH SITE OR HEARD ON THE FOP SHATKOV OLEKSANDR YURIYOVICH SERVICE. THE USE OF INFORMATION PROVIDED THROUGH THE FOP SHATKOV OLEKSANDR YURIYOVICH SERVICE IS SOLELY AT YOUR OWN RISK.

Do not engage in Cabitexo and Welps workouts if your physician or medical provider has instructed you not to engage in an exercise program. You should stop your workout and contact your physician if you experience any of the following symptoms: overheated, dizziness, fainting, fatigue, shortness of breath, or chest pain.

Research developments may impact the health and nutritional advice that appears on the Service. No assurance can be given that the information contained on the Service will always include the most recent developments.

Music

Premium Music is powered by Feed.fm. There is no affiliation, connection, association or endorsement of the products, goods or services displayed on the Service by the copyright owners, featured recording artists and authors of the sound recordings (and the – musical works embodied therein) transmitted through the Feed.fm player.

Subscriptions

Subscription period

The Service or some parts of the Service are available only with a paid Subscription. You will be billed in advance on a recurring and periodic basis (such as monthly or annually), depending on the type of Subscription plan you select when purchasing the Subscription.

At the end of each period, Your Subscription will automatically renew under the exact same conditions unless You cancel it or FOP Shatkov Oleksandr Yuriyovich cancels it.

Subscription cancellations

If the Subscription has been made through the Cabitexo Website you may cancel Your Subscription renewal through Your Account settings page.

If the Subscription has been made through an In-app Purchase, You can cancel the renewal of Your Subscription with the Application Store.

You will not receive a refund for the fees You already paid for Your current Subscription period and You will be able to access the Service until the end of Your current Subscription period.

Billing

If required to complete Your purchase, you shall provide FOP Shatkov Oleksandr Yuriyovich with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information.

Should automatic billing fail to occur for any reason, FOP Shatkov Oleksandr Yuriyovich will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

If the Subscription has been made through an In-app Purchase, all billing is handled by the Application Store and is governed by the Application Store's own terms and conditions.

Fee Changes

The Company, in its sole discretion and at any time, may modify the Subscription fees. Any Subscription fee change will become effective at the end of the then-current Subscription period.

The Company will provide You with reasonable prior notice of any change in Subscription fees to give You an opportunity to terminate Your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes Your agreement to pay the modified Subscription fee amount.

Refunds

Except when required by law, paid Subscription fees are non-refundable.

Certain refund requests for Subscriptions may be considered by FOP Shatkov Oleksandr Yuriyovich on a case-by-case basis and granted at the sole discretion of FOP Shatkov Oleksandr Yuriyovich (Cabitexo and Welps services).

If the Subscription has been made through an In-app purchase, the Application Store's refund policy will apply. If You wish to request a refund, You may do so by contacting the Application Store directly.

In-app Purchases

The Application may include In-app Purchases that allow you to buy products, services or Subscriptions.

More information about how you may be able to manage In-app Purchases using your Device may be set out in the Application Store's own terms and conditions or in your Device's Help settings.

In-app Purchases can only be consumed within the Application. If you make a In-app Purchase, that In-app Purchase cannot be cancelled after it has been completed. In-app Purchases cannot be redeemed for cash or other consideration or otherwise transferred.

If any In-app Purchase is not successfully completed or does not work once it has been successfully completed, we will, after becoming aware of the fault or being notified to the fault by You, investigate the reason for the fault. We will act reasonably in deciding whether to provide You with a replacement In-app Purchase or issue You with a patch to repair the fault. In no event will We charge You to replace or repair the In-app Purchase. In the unlikely event that we are unable to replace or repair the relevant In-app Purchase or are unable to do so within a reasonable period of time and without significant inconvenience to You, We will authorize the Application Store to refund You an amount up to the cost of the relevant In-app Purchase. Alternatively, if You wish to request a refund, You may do so by contacting the Application Store directly.

You acknowledge and agree that all billing and transaction processes are handled by the Application Store from where you downloaded the Application and are governed by that Application Store's own terms and conditions.

If you have any payment related issues with In-app Purchases, then you need to contact the Application Store directly.

User Accounts

When You create an account with Us, You must provide Us information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of Your account on Our Service.

You are responsible for safeguarding the password that You use to access the Service and for any activities or actions under Your password, whether Your password is with Our Service or a Third-Party Social Media Service.

You agree not to disclose Your password to any third party. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Content

Your Right to Post Content

Our Service allows You to post Content. You are responsible for the Content that You post to the Service, including its legality, reliability, and appropriateness.

By posting Content to the Service, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You retain any and all of Your rights to any Content You submit, post or display on or through the Service and You are responsible for protecting those rights. You agree that this license includes the right for Us to make Your Content available to other users of the Service, who may also use Your Content subject to these Terms.

You represent and warrant that: (i) the Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Content Restrictions

The Company is not responsible for the content of the Service's users. You expressly understand and agree that You are solely responsible for the Content and for all activity that occurs under your account, whether done so by You or any third person using Your account.

You may not transmit any Content that is unlawful, offensive, upsetting, intended to disgust, threatening, libelous, defamatory, obscene or otherwise objectionable. Examples of such objectionable Content include, but are not limited to, the following:

- Unlawful or promoting unlawful activity.
- Defamatory, discriminatory, or mean-spirited content, including references or commentary about religion, race, sexual orientation, gender, national/ethnic origin, or other targeted groups.
- Spam, machine – or randomly – generated, constituting unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling.
- Containing or installing any viruses, worms, malware, trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of a third person.

- Infringing on any proprietary rights of any party, including patent, trademark, trade secret, copyright, right of publicity or other rights.
- Impersonating any person or entity including FOP Shatkov Oleksandr Yuriyovich and its employees or representatives.
- Violating the privacy of any third person.
- False information and features.

The Company reserves the right, but not the obligation, to, in its sole discretion, determine whether or not any Content is appropriate and complies with this Terms, refuse or remove this Content. The Company further reserves the right to make formatting and edits and change the manner any Content. The Company can also limit or revoke the use of the Service if You post such objectionable Content.

As FOP Shatkov Oleksandr Yuriyovich cannot control all content posted by users and/or third parties on the Service, you agree to use the Service at your own risk. You understand that by using the Service You may be exposed to content that You may find offensive, indecent, incorrect or objectionable, and You agree that under no circumstances will FOP Shatkov Oleksandr Yuriyovich be liable in any way for any content, including any errors or omissions in any content, or any loss or damage of any kind incurred as a result of your use of any content.

Content Backups

Although regular backups of Content are performed, FOP Shatkov Oleksandr Yuriyovich does not guarantee there will be no loss or corruption of data.

Corrupt or invalid backup points may be caused by, without limitation, Content that is corrupted prior to being backed up or that changes during the time a backup is performed.

The Company will provide support and attempt to troubleshoot any known or discovered issues that may affect the backups of Content. But You acknowledge that FOP Shatkov Oleksandr Yuriyovich has no liability related to the integrity of Content or the failure to successfully restore Content to a usable state.

You agree to maintain a complete and accurate copy of any Content in a location independent of the Service.

Copyright Policy

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice to our copyright agent (contact information below) containing the following information:

1. Your name, address, telephone number, and email address.
2. A description of the copyrighted work that you claim has been infringed.
3. A description of where on the Service the material that you claim is infringing may be found, sufficient for FOP Shatkov Oleksandr Yuriyovich to locate the material (e.g., the URL).
4. A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
5. A statement by you UNDER PENALTY OF PERJURY that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

6. Your electronic or physical signature.

You may submit this information, or any counter-notice, via:

Email, with the subject line “Copyright Notice” to: legal@cabitexo.com,

or you can reach out to us at:

FOP Shatkov Oleksandr Yuriyovich
49023, Ukraine, Dnipro, str. Radistiv, building 4A, 27

If properly notified that any materials infringe a third party’s copyright, FOP Shatkov Oleksandr Yuriyovich will promptly remove such materials from the Cabitexo Site in accordance with the U.S. Digital Millennium Copyright Act, or equivalent laws which are applicable in other jurisdictions. In addition, FOP Shatkov Oleksandr Yuriyovich may, when appropriate, terminate the accounts of repeat copyright infringers.

FOP Shatkov Oleksandr Yuriyovich may disclose any communications, including your contact information, concerning DMCA or other applicable copyright notices or other intellectual property complaints with third parties, including the users who have posted the allegedly infringing material.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512(c)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(c)(3), for more information. If you have questions about the legal requirements of a DMCA counter-notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3), for more information.

Intellectual Property

The Service and its original content (excluding Content provided by You or other users), features and functionality are and will remain the exclusive property of FOP Shatkov Oleksandr Yuriyovich and its licensors.

The Service is protected by copyright, trademark, and other laws of both the Country and foreign countries.

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of FOP Shatkov Oleksandr Yuriyovich.

Your Feedback to Us

You assign all rights, title and interest in any Feedback You provide FOP Shatkov Oleksandr Yuriyovich. If for any reason such assignment is ineffective, You agree to grant FOP Shatkov Oleksandr Yuriyovich a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and licence to use, reproduce, disclose, sub-licence, distribute, modify and exploit such Feedback without restriction.

Termination

We may terminate or suspend Your Account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if You breach these Terms and Conditions.

Upon termination, Your right to use the Service will cease immediately. If You wish to terminate Your Account, You may simply discontinue using the Service.

Limitation of Liability

Notwithstanding any damages that You might incur, the entire liability of FOP Shatkov Oleksandr Yuriyovich and any of its suppliers under any provision of this Terms and Your exclusive remedy for all of the foregoing shall be limited to the amount actually paid by You through the Service or 100 USD if You haven't purchased anything through the Service.

To the maximum extent permitted by applicable law, in no event shall FOP Shatkov Oleksandr Yuriyovich or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Service, third-party software and/or third-party hardware used with the Service, or otherwise in connection with any provision of this Terms), even if FOP Shatkov Oleksandr Yuriyovich or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply. In these states, each party's liability will be limited to the greatest extent permitted by law.

Governing Law

The laws of the Country, excluding its conflicts of law rules, shall govern this Terms and Your use of the Service. Your use of the Application may also be subject to other local, state, national, or international laws.

For European Union (EU) Users

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

Changes to These Terms and Conditions

We reserve the right, at Our sole discretion, to modify or replace these Terms at any time. If a revision is material We will make reasonable efforts 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, in whole or in part, please stop using the website and the Service.

Contact Us

If you have any questions about these Terms and Conditions, You can contact us by email:
support@cabitexo.com