

Terms and Condition

1. Agreement to Terms

These Terms of Service (the “Terms”) govern your access and use of the Zerkowellness mobile application (the “App”), including any content, functionality and services offered on or through the App. By downloading, accessing and/or using the App, you accept and agree to be bound and abide by these Terms and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms, you must not access or use the App.

2. Changes to Terms

We reserve the right to update or modify these Terms at any time, so please review them periodically. Your continued use of the App after we post the changes to these Terms indicates your acceptance of the changes.

3. Accessing the App

The App is available for use on compatible devices located worldwide. The App may not be available in all languages or in all countries. We make no representation that the App is available or appropriate for use in any particular location.

4. Account Registration

In order to use certain features of the App, you will need to register for an account. You may register for an account through the App, or via a third-party website or network, such as Facebook. You agree to provide accurate, current and complete information during the registration process and to update such information, as necessary, to keep it accurate, current and complete. We reserve the right to suspend or terminate your account if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

5. Age Restrictions

You must be at least 13 years of age to use the App. By using the App, you represent and warrant that you are 13 years of age or older.

6. Termination

We reserve the right to terminate or suspend your access to the App at any time for any reason, including for violation of these Terms or any applicable laws. Upon termination of your access to the App, these Terms will continue to apply.

7. Disclaimer of Warranties

THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” AND WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY

THAT (A) THE APP WILL MEET YOUR REQUIREMENTS, (B) THE APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP WILL BE ACCURATE OR RELIABLE, OR (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE APP WILL MEET YOUR EXPECTATIONS.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE APP, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE APP, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY ANY USER ON ANY INFORMATION OBTAINED FROM US, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES.

9. Contact Us

If you have any questions about these Terms, please contact us at sales.zerko@gmail.com.