

Health-Upp Terms and Conditions

Last Updated: January 2025

Introduction

Welcome to **Health-Upp**, a platform provided by **ELYSVISION**, service business (here in after referred to as "Health-Upp", "we", or "our"). At **Health-Upp**, we believe nutrition should not be confusing, which is why our platform is designed to improve the performance of athletes through personalized Carb matching, real-time energy management, energy and macronutrient recommendations, as well as intelligent coaching and carefully crafted recipes. Together, we aim to build a community of users working together to improve athletic performance.

Our Terms

Article 1 — These Terms

These Terms and Conditions outline how **Health-Upp** operates through its website and mobile platform with you, the user of the **Health-Upp** web platform. Please read these terms carefully before using our platform. These terms explain who we are, how we provide our services to you, and other important information. If you believe there is an error in these terms, please feel free to contact us to clarify it.

This agreement applies to all users who use **Health-Upp** for their own health and performance, as well as to trainers who use **Health-Upp** to provide coaching services and personalized advice.

Article 2 — Information About Us and How to Contact Us

We are **ELYSVISION**, a service business based in Croatia. Our company registration number is 98933396, and our registered address is Dračevac 21 B Split, Croatia. We operate under the name **Health-Upp**, and our product is called the Health-Upp web platform.

You can contact us by email at **info@health-upp**.

If we need to contact you, we will do so via the email address, postal address, or phone number you provided.

Article 3 — Right to Use

To use our application, you must be at least 18 years old. No one under the age of 16 may use our platform or provide any personal data to **Health-Upp**, either directly or indirectly. Personal data includes identifying information such as your name, address, phone number, or email address.

Article 4 — Term

These Terms and Conditions remain in effect as long as you use our platform. You may stop using our service at any time, for any reason. **Health-Upp** may terminate your membership at any time, without prior notice. These Terms and Conditions will still apply even after your membership is terminated.

Article 5 — License to Use Health-Upp

Under the terms of this agreement, **Health-Upp** grants you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use our platform downloaded from legitimate app stores, solely in object code format and solely for personal use for lawful purposes.

Our platform is intended for personal use by users and must not be used in connection with any commercial endeavors unless expressly approved by **Health-Upp**. Unauthorized use of the platform will result in the revocation of the license.

You may not remove any copyright, trademark, or other proprietary notices on our platform or website. Unless explicitly permitted, modification, reproduction, redistribution, publication, transmission, or otherwise exploiting any part of the platform is strictly prohibited without prior written permission from **Health-Upp**.

We reserve the right to implement any changes to our application and website at any time, with or without notice.

Article 6 — User-Generated Content

Health-Upp may allow users to post, upload, store, send, or display photos, images, videos, data, texts, music, exercise routines, food diaries, recipes, comments, and other information and content (User-Generated Content) through the **Health-Upp** platform.

By providing user-generated content to **Health-Upp** through the platform, you grant **Health-Upp** an exclusive, irrevocable, royalty-free, transferable, sublicensable, worldwide right and license to use, store, reproduce, publish, display, distribute, modify, and adapt (including, without limitation, to align with networks, devices, services, or media through which the services are available), commercialize, and create derivative works of your user-generated content in connection with our platform.

Article 7 — Refunds and Subscription Cancellation

Please note that if a user requests a refund for services purchased through the **Health-Upp** platform, refunds are not available. Additionally, if the user wishes to cancel a prepaid subscription early, the amount paid will not be refunded.

If a user wishes to stop using the platform, they may do so at any time. However, the amount paid for the prepaid subscription will not be refunded, and the user will have no right to a refund of any amount in case of subscription cancellation.

Article 8 — Privacy and Data Protection

Health-Upp is committed to protecting your personal data in accordance with applicable data protection laws, including the GDPR (General Data Protection Regulation). User data may be used in accordance with our **Privacy Policy**, which details how personal data is collected, processed, stored, and shared. Users have the right to access, correct, delete, and transfer their data, as well as the right to file complaints with the relevant data protection authorities.

Article 9 — Limitation of Liability

Health-Upp shall not be liable for any direct, indirect, incidental, special, consequential, or other damages arising from the use or inability to use the platform. This includes, but is not limited to, damages arising from accidents, inaccurate data, unauthorized access, or faulty or inadequate recommendations. **Health-Upp** is not liable for any damages arising from improper or unauthorized use of the platform or its contents.

Article 10 — User Obligations

Users are responsible for the security of their accounts, including the confidentiality of their passwords and for all activities occurring under their accounts. Users are also responsible for consulting with experts (nutritionists, doctors, or coaches) before making any significant changes to their dietary or fitness habits.

Article 11 — Changes to Terms

Health-Upp reserves the right to modify these Terms and Conditions at any time. Changes will be notified to users via email, notifications on the app, or website, and will become effective from the date of publication, unless otherwise specified.