

Elite Breathing App: Terms and Conditions

1. Introduction

Welcome to Elite Breathing, a mobile application designed to provide athletes, coaches, trainers, and parents of athletes with breathing assessments, personalized breathing protocols, and educational content to enhance performance. These Terms and Conditions (“T&C”) govern your use of the Elite Breathing app (“the App”), operated by Elite Breathing Ltd, located at 3239 Green Lake Drive, Fort Collins, CO 80524. By downloading, installing, or using the App, you agree to be bound by these T&C. If you do not agree, please do not use the App.

We reserve the right to update these T&C at any time. We will notify you of material changes via the App or by email. Continued use of the App after such changes constitutes your acceptance of the updated T&C.

2. Eligibility and Account Registration

To use the App, you must be at least 13 years old, in compliance with the Children’s Online Privacy Protection Act (COPPA). If you are under 18, you must have parental or guardian consent to use the App. You agree to provide accurate, current, and complete information during registration, including your name, email, sport, position, and level of play. You are responsible for maintaining the confidentiality of your account credentials and for all activities under your account. Notify us immediately at coachjoe@elitebreathing.com if you suspect unauthorized use of your account. We may suspend or terminate accounts that violate these T&C or engage in fraudulent or illegal activities.

3. License to Use the App

We grant you a non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes in accordance with these T&C. The App is available on iOS and Android platforms and is intended for global use by athletes, coaches, trainers, and parents of athletes. You may not:

- Modify, reverse-engineer, or decompile the App.
- Use the App for illegal purposes or to violate the rights of others.
- Distribute, sublicense, or transfer the App to third parties without our permission.

4. App Features and Content

The App provides:

- **Breathing Assessments:** Multi-step assessments to evaluate breathing performance, with results stored for historical tracking.

- **Personalized Protocols:** Breathing exercise plans based on assessment scores.
- **Bootcamp:** A 30-day educational program with quizzes and exercises.
- **Breath Hygiene Surveys:** Questionnaires to gather insights about users' health and habits.
- **Notifications:** Reminders for assessments, exercises, or consultations.
- **Profile Management:** Ability to update profile details and share results with coaches.
- **Library:** Access to breathing technique guides (e.g., PDFs, audio cues). The App's content, including assessments, protocols, and bootcamp materials, is for informational purposes only and does not constitute medical or professional coaching advice. Consult a qualified professional for health-related decisions.

5. Subscriptions and Payments

The App operates on a freemium model:

- **Free Version:** Includes basic features with advertisements served via Google AdMob.
- **Premium Version:** Unlock additional features (e.g., ad-free experience, advanced analytics) via subscriptions or one-time purchases. Payments are processed securely through third-party providers (Stripe, Apple, Google). Subscription fees are charged on a recurring basis (e.g., monthly or annually) and are non-refundable except where required by law. You may cancel your subscription at any time through your account settings, but no refunds will be provided for partial billing periods. We may adjust subscription prices with advance notice via the App or email. By providing payment information, you authorize us and our payment processors to charge applicable fees.

6. Advertisements

The free version of the App includes advertisements served by Google AdMob. We are not responsible for the content, accuracy, or privacy practices of third-party advertisements. You may opt for the premium version to remove ads.

7. User Content

You may submit content to the App, such as profile pictures, assessment responses, or survey answers. You retain ownership of your content but grant us a worldwide, non-exclusive, royalty-free license to use, store, and process it to provide and improve App services (e.g., generating personalized protocols or analytics). You agree not to submit content that is illegal, offensive, or infringes on third-party rights. We may remove or moderate content that violates these T&C.

8. Third-Party Services

The App integrates with third-party services, including:

- Stripe for payment processing.

- Apple and Google for OAuth login.
- Firebase for data storage and API management.
- Google Cloud (Firebase) for hosting, analytics, and crash reporting.
- Google AdMob for advertisements.
- Zoom or Google Calendar for consultation scheduling. These services are governed by their own terms and privacy policies, which you must review and accept. We are not responsible for the performance or practices of third-party services.

9. Intellectual Property

All content in the App, including but not limited to text, audio cues, animations, and breathing exercise guides, is owned by Elite Breathing Ltd. or its licensors and is protected by copyright, trademark, and other intellectual property laws. You may not copy, reproduce, or distribute App content without our written permission.

10. Termination

We may suspend or terminate your access to the App if you violate these T&C, fail to pay subscription fees, or engage in activities that harm the App or its users. You may delete your account at any time through the App's settings, subject to our data retention policies (see Privacy Policy). Upon termination, your license to use the App ends, but certain provisions (e.g., intellectual property, limitation of liability) will survive.

11. Disclaimers and Limitation of Liability

The App is provided "as is" without warranties of any kind, express or implied, including fitness for a particular purpose. We do not guarantee that the App will be error-free, secure, or uninterrupted. The App's breathing assessments, protocols, and bootcamp are not substitutes for professional medical or coaching advice. To the fullest extent permitted by law, Elite Breathing Ltd. and its affiliates will not be liable for any indirect, incidental, or consequential damages arising from your use of the App, including but not limited to loss of data, profits, or health-related outcomes. Our total liability is limited to the amount you paid for the App, if any.

12. Governing Law and Dispute Resolution

These T&C are governed by the laws of Colorado in the United States of America, without regard to conflict of law principles. Any disputes arising from these T&C will be resolved through binding arbitration in Colorado, unless otherwise required by law. You agree to waive your right to a jury trial or class action proceedings.

13. Contact Information

For questions or concerns about these T&C, contact us at:

- Elite Breathing Ltd.

- coachjoe@elitebreathing.com
- 3239 Green Lake Drive, Fort Collins, CO 80524