

# TERMS OF SERVICE

**Date of last update:** February 18, 2025

## 1. General Provisions

1.1. This document constitutes a legally binding agreement between **BV MEDIA CORPORATION SRL** (Registration No. J2020001021350, CUI 42485343), hereinafter referred to as the "**Contractor**," and any individual or entity, hereinafter referred to as the "**User**" or "**Customer**."

1.2. This Agreement governs the provision of services and access to digital content on the website <https://ik.bellavlati.com/en> (the "Website").

1.3. By completing a purchase or accessing the Services, the User confirms they have the legal capacity to enter into a binding contract and accepts this Agreement in full. If the User does not agree with any clause, they must cease use of the Website immediately.

## 2. Terms and Definitions

2.1. **Content (Online Product):** Intellectual property results including, but not limited to, theoretical and practical knowledge in nutrition, physical exercises, video courses, infographics, text materials, and software codes provided electronically.

2.2. **Subscription:** The provision of access via the Internet to use one or multiple Courses or Website sections for a specified period as defined on the checkout page.

2.3. **Personal Account:** A closed section of the Website accessible via unique credentials where the User accesses purchased Content.

## 3. Subject of the Agreement and Licensing

3.1. The Contractor provides the User with access to Online Products for personal, family, or domestic use, strictly unrelated to business or commercial activities.

3.2. **Non-Exclusive License:** The Contractor grants a limited, non-exclusive, non-transferable license to use the Content. This license expires automatically at the end of the paid subscription period.

3.3. **Fee Structure:** For accounting purposes, the Product price consists of:

- **70%:** Cost of the non-exclusive license for intellectual property.
- **30%:** Cost of technical services and Website maintenance.

**3.4. Territory and Sanctions Compliance:** Access to the Services is permitted worldwide, with the exception of countries, regions, or individuals subject to comprehensive sanctions by the European Union, the United Nations, or the United States (including, but not limited to, the Russian Federation, Belarus, and specific occupied territories). By completing a purchase, the Customer warrants that they are not a resident of a sanctioned territory and are not a "Specially Designated National" (SDN). The Contractor reserves the right to terminate access immediately, without a refund, if any technical data (such as IP address or payment origin) indicates a violation of this clause.

#### **4. Right of Withdrawal (EU Consumer Rights)**

**4.1. Mandatory Disclosure:** In accordance with the EU Consumer Rights Directive, the User explicitly acknowledges that by accessing digital content or logging into the Personal Account to view materials, **they provide express consent to begin the performance of the contract immediately.**

**4.2. Waiver:** The User understands that once performance has begun (access is granted), they **lose their statutory 14-day right of withdrawal** for digital content.

#### **5. Rights and Obligations of the Parties**

##### **5.1. The User is obliged to:**

- Independently ensure they meet the technical requirements (internet speed, browser software) to view the Products.
- Keep login credentials confidential; sharing account access with third parties is strictly prohibited.
- Not copy, record, retell, or distribute the Content or organize third-party training based on the Contractor's materials.

##### **5.2. The Contractor has the right to:**

- Modify the Website interface, content, or these Terms at any time.
- Terminate access without a refund if the User is found to be recording content or using automated scripts (DDoS/scraping) against the Website.

#### **6. Cost of Services and Payment Procedure**

**6.1.** Prices are clearly displayed on the checkout page and include applicable VAT for EU residents.

6.2. Payment is made via secure third-party gateways (Stripe/PayPal). The contract is considered concluded only upon successful receipt of funds by the Contractor.

6.3. The Contractor is not responsible for additional bank fees or currency conversion rates applied by the User's financial institution.

## 7. Communication and Chat Platforms

7.1. Access to thematic chats (Telegram, WhatsApp, etc.) is a supplementary service. The Contractor reserves the right to change platforms or moderation rules without notice.

7.2. Disruptive behavior, spam, or advertising in community chats will result in immediate removal without a refund for the main Product.

## 8. Liability and Indemnity

8.1. The Contractor is not liable for the individual physical or health results of the User, as these depend on the User's personal adherence to the programs.

8.2. **EU Saving Clause:** Nothing in these terms excludes liability for death, personal injury caused by negligence, or fraud, as required by Romanian and EU law.

8.3. The User agrees to indemnify the Contractor against any third-party claims arising from the User's misuse of the Content or violation of these Terms.

## 9. Refund Policy

9.1. Refunds are governed by the specific terms stated at the point of sale.

9.2. **Transaction Fees:** As permitted by law, in the case of a voluntary refund, the non-refundable commissions charged by payment gateways (Stripe/PayPal) will be deducted from the total refund amount.

## 10. Dispute Resolution and Contractor Details

10.1. This Agreement is governed by the laws of **Romania**.

10.2. **Online Dispute Resolution (ODR):** EU consumers may access the European Commission's ODR platform at: <http://ec.europa.eu/consumers/odr/>.

10.3. **Details:**

- **Company:** BV MEDIA CORPORATION SRL
- **Reg No:** J2020001021350 | **Tax ID:** 42485343
- **Address:** 1 Decembrie Str., Nr. 94, Ap. 1, Timisoara 300566, Romania
- **Email:** hello@bellavlati.com