

Terms of Service for The Unofficial BIOPTRON® Light Routine Guide

Effective Date: 1 August 2025

Last Updated: 27 August 2025

Please read these Terms of Service ("Terms") carefully before purchasing or using The Unofficial BIOPTRON® Light Routine Guide

("App," "Service").

By completing your purchase and accessing the App, you agree to be bound by these Terms. If you do not agree with any part of the terms, you may not access the Service.

1. The Service

"The Unofficial BIOPTRON® Light Routine Guide" is a digital web application provided by Auckland C60 Light Therapy ("we," "us," "our"). The Service provides users with access to a collection of light therapy and support routines, session tracking tools, and related informational content.

2. Purchase and Payment

One-Time Fee: Access to the App is granted upon payment of a one-time fee, as listed on our website at the time of purchase.

Payment Processing: Payments are processed through our website platform (Wix) via third-party payment processors such as Stripe, PayPal, or bank transfer. We do not collect or store your payment card details. Your payment is subject to the terms and conditions of the respective payment processor.

No Recurring Fees: Your purchase is final and does not involve any recurring subscription fees.

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3. Grant of License

Upon successful payment, we grant you a **permanent, non-exclusive, non-transferable license** to access and use the App for your personal, non-commercial use, subject to these Terms.

"Permanent" refers to the entire operational life of the Service (see Section 6).

"Non-exclusive" means we can offer this license to other users.

"Non-transferable" means you cannot sell, rent, or transfer your account access to another person.

4. User Accounts

Invitation: Access to the App is provided via a unique invitation link sent to the email address used at the time of purchase.

Account Security: You are responsible for safeguarding the credentials you use to access the App (e.g., your Google, Microsoft, or Base44 account password) and for any activities or actions under your account. You agree not to disclose your password to any third party.

One User Per License: Each license is for a single user only. Sharing your account with others is a violation of these Terms.

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5. Intellectual Property

All content within the App, including but not limited to the text, routines, graphics, logos, and software, is the exclusive property of Auckland C60 Light Therapy and is protected by copyright and other intellectual property laws. Your purchase grants you a license to use this content, not ownership of it.

6. Service Availability and the Nature of Your Digital License

Platform Dependency: The App is hosted on and fundamentally tied to the Base44 third-party technology platform. Its functionality, availability, and continued existence rely entirely on the services provided by Base44.

Defining Your License Term: Your one-time purchase grants you a license to use the App for the **entire operational lifetime of the Service on the Base44 platform.** "Lifetime" is defined by the period during which the App remains functional and accessible on this specific underlying technology.

Acknowledgment of Risk: The world of technology is constantly evolving. Third-party platforms may be acquired, change their business models, or cease operations. These events are beyond our direct control. By purchasing this digital product, you acknowledge and accept this inherent risk.

End-of-Life Scenario: If the Base44 platform ceases to be available, becomes technically obsolete, or undergoes changes that make it unsuitable for hosting the App, the Service will be considered to have reached the end of its operational life.

In such an event, we will endeavour to provide you with reasonable notice. We may, at our sole discretion, explore the feasibility of migrating the service to an alternative platform, but this is not guaranteed and may not be possible.

Crucially, no refunds will be issued if the Service ends due to the failure or discontinuation of the underlying Base44 platform. Your one-time payment covers access for the duration of the Service's viable life on its host platform.

7. Medical Disclaimer

The App and its content are provided for informational and wellness-tracking purposes only.

Not Medical Advice: The Service is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

Consult a Professional: Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition.

Assumption of Risk: Your use of the routines and information within the App is solely at your own risk.

8. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, if you breach these Terms, particularly by sharing your account or attempting to copy or redistribute our intellectual property.

9. Limitation of Liability

To the maximum extent permitted by law, in no event shall Auckland C60 Light Therapy be liable for any indirect, incidental, or consequential damages arising out of your use of the App. Our total liability to you for any and all claims shall not exceed the amount you paid for the Service.

10. Governing Law

These Terms shall be governed in accordance with the laws of New Zealand, without regard to its conflict of law provisions.

11. Changes to Terms

We reserve the right to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect.

12. Contact Us

If you have any questions about these Terms, please contact us at:

Email: aucklandc60lighttherapy@gmail.com

Website: www.aucklandc60lighttherapy.nz