

Term & Conditions

Terms of use

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The PowerNap App software ("the software") is licensed (and, for the avoidance of doubt, not sold) to you on a non-exclusive basis for your personal use only and may not be used for any commercial purpose nor for the benefit of any third party and all rights of ownership in the software (including copyright which is protected by national laws and international treaty) are reserved by and belong to Daily Life App.

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Daily Life App is committed to ensuring that the app is as useful and efficient as possible. For that reason, we reserve the right to make changes to the app or to charge for its services, at any time and for any reason. We will never charge you for the app or its services without making it very clear to you exactly what you're paying for.

The software and related documentation are provided on an "as is" basis and without representation or warranty of any kind expressed or implied, including, but not limited to, any warranties of merchantability and fitness for a particular purpose whether imposed by law or otherwise implied all of which are hereby excluded to the maximum extent permitted by law.

You agree to satisfy yourself independently that the software is suitable for your use of same before you use it.

The Powernap app stores and processes personal data that you have provided to us, to provide my Service. It's your responsibility to keep your phone and access to the app secure. We therefore recommend that you do not jailbreak or root your phone, which is the process of removing software restrictions and limitations imposed by the official operating system of your device. It could make your phone vulnerable to malware/viruses/malicious programs, compromise your phone's security features and it could mean that the Powernap app won't work properly or at all.

The app does use third-party services that declare their Terms and Conditions.

Link to Terms and Conditions of third-party service providers used by the app

- [Google Play Services](#)
- [Google Analytics for Firebase](#)
- [Firebase Crashlytics](#)

You should be aware that there are certain things that Daily Life App will not take responsibility for. Certain functions of the app will require the app to have an active internet connection. The connection can be Wi-Fi or provided by your mobile network provider, but Daily Life App cannot take responsibility for the app not working at full functionality if you don't have access to Wi-Fi, and you don't have any of your data allowance left.

If you're using the app outside of an area with Wi-Fi, you should remember that the terms of the agreement with your mobile network provider will still apply. As a result, you may be charged by your mobile provider for the cost of data for the duration of the connection while accessing the app, or other third-party charges. In using the app, you're accepting responsibility for any such charges, including roaming data charges if you use the app outside of your home territory (i.e. region or country) without turning off data roaming. If you are not the bill payer for the device on which you're using the app, please be aware that we assume that you have received permission from the bill payer for using the app.

Along the same lines, Daily Life App cannot always take responsibility for the way you use the app i.e. You need to make sure that your device stays charged – if it runs out of battery and you can't turn it on to avail the Service, Daily Life App cannot accept responsibility.

With respect to Daily Life App's responsibility for your use of the app, when you're using the app, it's important to bear in mind that although we endeavor to ensure that it is updated and correct at all times, we do rely on third parties to provide information to us so that we can make it available to you. Daily Life App accepts no liability for any loss, direct or indirect, you experience as a result of relying wholly on this functionality of the app.

At some point, we may wish to update the app. The app is currently available on Android – the requirements for the system (and for any additional systems we decide to extend the availability of the app to) may change, and you'll need to download the updates if you want to keep using the app. Daily Life App does not promise that it will always update the app so that it is relevant to you and/or works with the Android version that you have installed on your device. However, you promise to always accept updates to the application when offered to you. We may also wish to stop providing the app, and may terminate use of it at any time without giving notice of termination to you. Unless we tell you otherwise, upon any termination, (a) the rights and licenses granted to you in these terms will end; (b) you must stop using the app, and (if needed) delete it from your device.

PowerNap App is a tool that gather tips and information, plus convenient way to make nap only and is not intended as health or medical advice. Always consult a

physician or other qualified health provider regarding any questions you may have about a medical condition or health objectives.

Do not use PowerNap App if you suffer from epilepsy, clinical depression or any other nervous or psychiatric condition without consulting a doctor first. If you are in doubt for any reason please consult your doctor/physician before you use the pzizz product. The pzizz product should not be used when driving, operating machinery or at any other time when full alertness is required.

The Powernap App is not responsible for the deletion or failure to store information posted by users and we reserve the right to determine whether the user's actions comply with the requirements and spirit of the Terms of Use. We reserve the right to terminate service to the user if they violate the provisions of the Terms of Use.

Daily Life App is not responsible for any direct, indirect, incidental or consequential damages arising from the use of the services. Such damages may result from (including, but not limited to): misuse of the service, or failure to comply with transmitted information, etc. Disclaimer of Liability

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PowerNap App may discontinue one or more of their services at any time, if necessary, without liability or notice to any person or third party. At the same time, the user may exercise the following rights if he/she objects to any of the proposed terms of use or disagrees with subsequent changes to the terms, or is dissatisfied with the service:

- No longer use the Company's services.
- Notify the company of the termination of service for this user

Purchase streaming audio song

Definition:

- Ambient song: song available in the library screen and that can be played during a nap

The PowerNap app provide a streaming service of ambient song during your nap. You have the ability to bought streaming song. When you buy an ambient song, this purchase give you the right to play it during a nap session inside the PowerNap application. You do not own the song it remains the PowerNap property. You are not allowed to use it outside the PowerNap application.

Changes to This Terms and Conditions

I may update our Terms and Conditions from time to time. Thus, you are advised to review this page periodically for any changes. I will notify you of any changes by posting the new Terms and Conditions on this page.

These terms and conditions are effective as of 2022-11-02

Contact Us

If you have any questions or suggestions about my Terms and Conditions, do not hesitate to contact me at app.mobile.wellness@gmail.com.