

Terms of Service

Vinyaas — Holicow LLC · holicow.app/vinyaas

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These Terms of Service ("Terms") are a binding agreement between you and **Holicow LLC**, a Washington State limited liability company ("Holicow", "we", "us"), governing your use of the **Vinyaas** mobile application and related services (the "Service"). By creating an account, creating or administering a directory, or otherwise using the Service, you agree to these Terms. If you do not agree, do not use the Service. **These Terms incorporate our Privacy Policy and, for organizers processing EU/EEA/UK personal data, our Data Processing Addendum** (see Section 1), which together with these Terms form the agreement between you and Holicow.

The license to use the Vinyaas app itself is governed by Apple's **Standard End User License Agreement** (the "EULA"): <https://www.apple.com/legal/internet-services/itunes/dev/stdeula/>. These Terms govern the Vinyaas service; the EULA and these Terms are complementary.

1. Eligibility & Acceptance

- You must be **at least 18 years old to create or administer a directory** on Vinyaas (as an owner, admin, or editor). By accepting these Terms you represent that you have the legal capacity to enter into this agreement.
- Incorporated documents.** Our **Privacy Policy** (<https://holicow.app/vinyaas/privacy>) and, for organizers processing EU/EEA/UK personal data, our **Data Processing Addendum** (<https://holicow.app/vinyaas/dpa>) are **incorporated into and form part of these Terms by reference**. By accepting these Terms you also accept those documents where they apply to you. If there is a conflict, the DPA controls for processor obligations over EU/EEA/UK personal data, then these Terms, then the Privacy Policy.
- Vinyaas is not a service for children.** You must **not** collect or list personal data about anyone **under 13 years of age** in a directory. Personal data about **minors aged 13-17 — including minors below the local age of digital consent** — is permitted **only under Section 4 (Minor Directory Data)**, which requires a valid lawful basis and any required authorization. (The GDPR age of digital consent, 13-16 depending on the country, governs when a minor can *self-consent* to a service; it does **not**, by itself, prohibit listing a 13-17-year-old where another lawful basis or authorization applies.)
- Definitions.** A **"directory"** is a structured collection of entries you create. An **"organizer"** (or "owner") is the user who creates a directory. **"Admins"** and **"editors"** are users the organizer delegates management rights to. A **"member"** or **"entry"** is a person or item listed in a directory. A **"data subject"** is a living person whom an entry is about. A **"minor"** is a data subject under the age of 18.

2. Subscriptions, Billing & Refunds

- The Service is sold as an **auto-renewing annual subscription of \$69.99 per directory per year**, following a **30-day free trial** per directory.
- All purchases are processed by Apple** through the App Store. Apple is the merchant of record and handles payment, billing, and applicable taxes.
- Manage or cancel** your subscription anytime in your Apple account settings. Cancelling stops future renewals; it does not refund the current term.
- No refunds.** Every directory includes a **30-day free trial** that lets you fully evaluate the Service before you are charged anything. Because you can assess the Service in full at no cost during the trial, **all subscription fees are non-refundable and all sales are final** once a paid term begins, except where a refund is required by applicable law. Subscriptions are billed in advance for the entire annual term and are **not prorated** for partial periods, downgrades, cancellation, or non-use.

Apple is the merchant of record for every purchase, so any refund is granted **solely at Apple's discretion under Apple's terms** — Holicow does not control, issue, or guarantee refunds.

- If payment is not completed after the free trial, your directory may be **archived**; if it is not reactivated within **90 days**, it may be **permanently deleted**.

3. Organizer Obligations & Data-Controller Responsibilities

If you create or administer a directory, you acknowledge and agree that:

- **You are the data controller** for the personal data in your directory. Holicow acts as a **data processor** on your behalf and processes that data **only on your documented instructions** to provide and secure the Service.
- Where you process the personal data of individuals in the **EU, EEA, or United Kingdom**, our **Data Processing Addendum ("DPA")** at <https://holicow.app/vinyaas/dpa> is incorporated into these Terms and governs that processing in accordance with **Article 28 of the GDPR** (and the UK GDPR), including processing instructions, confidentiality, subprocessors, security, assistance with data-subject rights, breach notification, deletion or return of data, audits, and international-transfer safeguards.
- You have a **lawful basis and, where required, the consent** of every person you list, and the right to upload their information.
- You are responsible for ensuring your directory complies with **all laws that apply to it, including privacy, data-protection, consumer-protection, and electronic-communications laws** (such as the GDPR, UK GDPR, and the CCPA/CPRA where applicable) in your jurisdiction and the jurisdiction of any data subject.
- Vinyaas provides **consent, withdrawal, audit, and deletion tools to help you meet your obligations**. These tools assist your compliance; they **do not guarantee it**, and Holicow does not assume responsibility for your compliance as a controller.
- You will respond to **data-subject requests** (access, rectification, erasure, withdrawal of consent) for data you control. If a data subject contacts **Holicow** directly about data in your directory, we will, where lawful, **forward the request to you** as the controlling organizer and assist as described in the DPA.

4. Minor Directory Data (Ages 13-17)

Vinyaas is **not intended for children under 13**, and you must not collect or list their personal data (Sections 1 and 6). **For minors aged 13-17 — including minors below the local age of digital consent — you must have a valid lawful basis and any required parent, guardian, school, organizational, or other legally required authorization.** The age of digital consent governs a minor's ability to *self-consent* to a service; it does not, by itself, prohibit listing a 13-17-year-old where another lawful basis applies. Organizers may include such personal data only for a **legitimate directory purpose** — such as a school, youth sports team, club, congregation, family, civic, or community organization. If your directory includes data about a minor, you **represent, warrant, and agree** that:

- you are an **adult** (or an authorized representative of the organization operating the directory), and you have **all authority, notices, consents, parental or guardian permissions, and school or organizational permissions, and lawful bases** required by applicable law to collect and list each minor's personal data;
- you will obtain **parent or guardian authorization** where required, and provide **notice** to the minor and parent/guardian where appropriate or required;
- you will **limit access** to a minor's data to people with a genuine need to know, and you will **not make a directory containing minor data publicly searchable, indexable, or available to the general public** ;
- you will **not** use minor data for **advertising, unrelated marketing, profiling, public posting, sale, sharing, scraping, or any purpose unrelated to operating the directory** ;
- you will **not** upload **special-category or sensitive data** about a minor (such as health, disability, or injury information) unless it is **legally permitted and strictly necessary** for the directory's purpose; and

- you will **promptly honor removal, correction, access, and withdrawal requests** from the minor, their parent or guardian, or a legal representative, subject to applicable law.

Holicow provides tools to support these obligations but **does not verify** any organizer's authority, lawful basis, parental consent, school or organizational authority, or local compliance. As between you and Holicow, **you remain solely responsible** for the lawful handling of minor data in your directory and for ensuring that the processing is appropriate to the age, context, and jurisdiction of each minor.

5. Privacy & Data Protection

- Our **Privacy Policy** at <https://holicow.app/vinyaas/privacy> explains how Holicow collects, uses, retains, and protects personal data, and is **incorporated into these Terms**.
- **Roles.** For the personal data inside a directory, the **organizer is the controller** and Holicow is the **processor** (see Section 3). For **account, billing, support, security, fraud-prevention, and operational data** about users of the Service, Holicow acts as an **independent controller**; that processing is governed by the Privacy Policy.
- **No sale of personal information.** Holicow does **not sell** personal information and does **not share** it for cross-context behavioral advertising; the Service carries **no advertising**.
- **Your rights.** Depending on where you live, you may have rights to access, correct, delete, port, or restrict your personal data, and to opt out of certain processing — including under the **GDPR/UK GDPR** (EU/EEA/UK/Switzerland) and the **CCPA/CPRA** (California). The Privacy Policy explains these rights and how to exercise them.
- **International transfers.** The Service is operated from the **United States**. Where personal data is transferred from the EU, EEA, UK, or Switzerland to the United States or other countries, we rely on **appropriate safeguards** — such as Standard Contractual Clauses, an adequacy decision, or Data Privacy Framework participation where applicable — as described in the Privacy Policy and DPA.

6. Acceptable Use Policy

You agree **not** to use the Service for any of the following, and you will ensure your directories do not contain:

- Pornographic, obscene, or sexually explicit content.
- **Child sexual abuse material (CSAM) or any content that sexualizes minors.** Holicow maintains a **zero-tolerance** policy: such material will be removed, the account terminated, and the matter **reported to the National Center for Missing & Exploited Children (NCMEC) and law enforcement**.
- Content that promotes violence, harassment, or discrimination.
- **Scraping, bulk harvesting, or automated extraction** of data from the Service.
- Unsolicited marketing, spam, or misuse of contact information.
- Collecting personal data on **children under 13** (COPPA). Personal data about **minors aged 13-17** — including minors below the local age of digital consent — is **not** prohibited; it is permitted only under **Section 4**, which requires a valid lawful basis and any required authorization.
- Any content or use that is **illegal in your jurisdiction or the jurisdiction of any data subject**.

To report prohibited content, contact abuse@vinyaas.org.

7. Age Screening (Best-Effort, Not Guaranteed)

Vinyaas applies a **best-effort** automated check that blocks entries indicating an age under 13, where a directory is flagged as containing personal data and includes a date-of-birth field. This screening is **not guaranteed** and does not relieve you, the organizer, of your responsibility to ensure no prohibited data is collected. The absence of a date field means no age check is performed.

8. User Content, Consent & Withdrawal

- You retain ownership of the content you upload. You grant Holicow a limited license to host, process, and display that content solely to operate the Service.
- Members may **withdraw consent** at any time through the app or by contacting the organizer. Withdrawn entries are hidden, and erasure ("forget me") requests are honored.

9. Security & Breach Notification

- Holicow maintains **reasonable administrative, technical, and physical safeguards** designed to protect personal data, including encryption in transit and access-controlled storage. No system is perfectly secure, and we do not guarantee that the Service cannot be compromised.
- Where Holicow acts as your **processor** and becomes aware of a **personal-data breach** affecting your directory, we will notify you **without undue delay and, where feasible, within 72 hours of confirming the breach**, and provide the information reasonably available to help you meet your own notification obligations, as further described in the DPA.

10. Image & Media Quality Disclaimer

Vinyaas provides **no guarantee** as to the resolution, file size, format, or quality of images or media stored or displayed. Media may be compressed, resized, or otherwise transformed.

11. Service Provided "As Is"; Limitation of Liability

- The Service is provided **"as is" and "as available"**, without warranties of any kind, express or implied. We do not warrant uninterrupted or error-free operation.
- **Not for emergency or critical reliance.** Vinyaas is a directory tool. It is **not** designed or guaranteed for use as a system of record for legal, medical, financial, emergency, or life-safety purposes, and you must not rely on it where a delay, error, or unavailability could cause injury, loss, or legal harm.
- To the maximum extent permitted by law, the total liability of **Holicow LLC and its owners, members, managers, officers, employees, contractors, agents, affiliates, and service providers** arising out of or relating to the Service is limited to the amount you paid in the twelve months preceding the claim. Nothing in these Terms limits liability that cannot be limited under applicable law.

12. Indemnification

You agree to **indemnify and hold harmless Holicow LLC and its owners, members, managers, officers, employees, contractors, agents, affiliates, and service providers** from any claims, damages, or expenses (including reasonable legal fees) arising from your directories, the third-party data you upload, your violation of these Terms, or your violation of any law or the rights of any third party.

13. Export & Sanctions Compliance

You represent that you are not located in, and will not use the Service from, any country or by any person subject to applicable U.S. or other **export-control or economic-sanctions** restrictions, and that you will not use the Service in violation of such laws.

14. Termination & Data Retention

- We may suspend or terminate access for violations of these Terms.
- On termination or non-payment, directories may be **archived and subsequently deleted**. Consent and acceptance audit records may be retained as required for legal compliance.

15. Changes to These Terms

We may update these Terms. When we do, we will publish a new version and, the next time you create or manage a directory, ask you to **review and accept** the updated Terms before continuing. Material changes will be summarized.

16. Governing Law & Your Local Rights

- These Terms are governed by the laws of the **State of Washington, USA**, without regard to conflict-of-laws principles, and venue and jurisdiction lie in Washington — **except where prohibited by applicable law**.
- **Nothing in these Terms deprives you of the protection of mandatory consumer-protection or data-protection laws of your country of residence.** If you reside in the **EU, EEA, United Kingdom, Switzerland, Norway, or Iceland**, the mandatory provisions of your local law apply where they would otherwise be overridden, and you may bring proceedings in the courts of your usual place of residence. This mirrors the treatment in Apple's Standard EULA.

17. Apple-Required Acknowledgements

- These Terms are between **you and Holicow LLC only**, not with Apple. Apple is not responsible for the Service or its content.
- **Apple and its subsidiaries are third-party beneficiaries** of these Terms and may enforce them against you.
- Apple has no obligation to provide maintenance or support for the Service.

18. Contact

Holicow LLC 1164 Palmer Loop, Chewelah, WA 99109, USA support@vinyaas.org