

Terms of Service

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Vinyaas It Terms of Service

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1. Eligibility & Acceptance

- You must be at least **18 years old** to create or administer an organization on Vinyaas It (as an owner or staff member with administrative access). By accepting these Terms you represent that you have the legal capacity to enter into this agreement.
- **Incorporated documents.** Our [Privacy Policy](#) and, for organization owners processing EU/EEA/UK personal data, our [Data Processing Addendum](#) 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 It is **not a service for children**. You must not use the Service to collect or process personal data about anyone under 13 years of age. Personal data about minors aged 13–17 is permitted only under Section 4 (Minor Customer Data), which requires a valid lawful basis and any required authorization.
- **Definitions.** An "**organization**" (or "**tenant**") is the business account you create on Vinyaas It. An "**owner**" is the user who creates and controls the organization. "**Staff**" are users the owner invites to manage scheduling. A "**customer**" (or "**end-customer**") is a person who books an appointment with your business through Vinyaas It. "**Booking data**" is personal data about customers and appointments that you or your customers enter into the Service. A "**data subject**" is a living person whose personal data is processed through the Service.

2. The Service

Vinyaas It provides online scheduling, booking management, staff and location management, customer notifications, and related tools for small service businesses. Vinyaas It is **self-serve software** delivered digitally through your web browser and email — we do not sell consulting, professional services, or human-delivered work through platform subscriptions. Features may change over time. We may add, modify, or discontinue features with reasonable notice when practical.

Vinyaas It is a scheduling 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.

Future payment features. Vinyaas It may in the future offer optional features that let organizations accept payments from their own customers through a third-party payment provider (connected accounts or similar). Those features, if enabled, will be governed by separate terms and provider agreements and are not part of your platform subscription described in Section 3.

3. Subscriptions, Billing & Refunds

3.1 Plans and pricing

Vinyaas It offers paid subscription plans for organizations. Current plans and display prices (before tax) are:

Plan	Monthly	Annual (pay 11 months, get 12)
Vinyaas It Solo	\$18/month	\$198/year
Vinyaas It Multi-Location	\$25/month	\$275/year

Plan names, features, and prices are also shown on our [pricing page](#), during onboarding, and on the billing page. We may change plan pricing for **new** subscriptions with advance notice; changes to existing paid subscriptions will be communicated before they take effect.

Platform subscription fees are separate from any payments your business may later accept from **your customers** through optional third-party payment features (if and when enabled).

3.2 Free trial

New organizations receive a **30-day free trial** with full access to subscription features applicable to the plan selected at onboarding.

- **No credit card is required** to start the trial.
- Trial periods are enforced by Vinyaas It; they are not Paddle-managed trials.
- You may stop using the Service during the trial and, when available, export your data (Section 10).

3.3 Subscription after trial

When your free trial ends:

1. **Day 31 (first day after the 30-day trial):** Continued use requires an active paid subscription.
2. **Subscribe via Paddle:** Organization owners must complete checkout through **Paddle**, our payment processor, and select a monthly or annual plan. Your **first** platform charge is processed when you subscribe at the recurring price shown for your plan.
3. **Renewals:** After your first paid period, subscription fees renew automatically through Paddle at the start of each new billing period (monthly or annual, according to your plan) until you cancel.

If you do not subscribe when your trial ends, Section 9 applies.

3.4 Paddle as Merchant of Record

All platform subscription purchases are processed by **Paddle.com Market Limited** and its affiliates ("**Paddle**"). Paddle is the **merchant of record** for platform subscription fees and handles payment collection, invoicing, applicable sales tax or VAT at checkout, and refund processing in accordance with Paddle's policies and applicable law.

Our order process is conducted by our online reseller Paddle.com. Paddle.com is the Merchant of Record for all our orders. Paddle provides all customer service inquiries and handles returns.

- We do not collect or store your full payment-card numbers on Vinyaas It's servers for platform billing.
- You authorize Paddle to charge your selected payment method for recurring subscription fees and applicable taxes until you cancel.

- You may manage or cancel your subscription through the billing area in Vinyaas It or through Paddle's customer portal, as made available.
- Cancelling stops future renewals; it does not automatically refund the current billing period except as described in Section 3.5 or where required by law.

3.5 Refunds

Every new organization receives a **30-day free trial** before any subscription charge. See our [Refund Policy](#) for a plain-language summary.

After Paddle processes a subscription payment, you may request a **full refund within 14 days** of that payment date for any reason by contacting support@vinyaas-it.com. Paddle, as merchant of record, processes approved refunds in accordance with Paddle's policies and applicable law. Where applicable law provides additional statutory withdrawal rights, those rights apply in addition to this policy.

Subscriptions are billed in advance for the selected billing period (monthly or annual). Except as described above or where required by law, fees are not prorated for partial periods, downgrades, cancellation mid-period, or non-use.

3.6 Cancellation

Subscriptions **renew automatically** at the start of each billing period (monthly or annual, according to your plan) until you cancel.

To cancel:

1. Open **Billing** in your Vinyaas It organization settings and cancel your subscription, or
2. Use the Paddle customer portal link from your Paddle receipt or subscription email, when available.

Cancellation takes effect at the **end of your current paid billing period** — you keep access until then. After cancellation, you may export your data (Section 10). Organization data is retained for up to **90 days** after access ends, then deleted as described in Section 11.

3.7 Billing communications

We send email notices about billing, including reminders before renewal (for example **two days before** a scheduled payment), notices when your trial is ending, and notices when subscription is required. You agree to maintain a valid owner email address and to monitor these messages.

4. Organization Owner Obligations & Data-Controller Responsibilities

If you create or administer an organization, you acknowledge and agree that:

- You are the **data controller** for booking data and other personal data your organization collects about customers and staff through Vinyaas It. 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 personal data of individuals in the EU, EEA, or United Kingdom, our [Data Processing Addendum](#) ("**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, sub-processors, 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 whose data you collect, and the right to upload their information.
- You are responsible for ensuring your use of Vinyaas It complies with all laws that apply to your business, including privacy, data-protection, consumer-protection, cancellation, 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.
- You are responsible for your customer-facing policies (including cancellation and refund rules for your services) and for how staff use the Service.
- Vinyaas It provides tools to help you manage bookings, customers, and data. 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 booking data in your organization, we will, where lawful, forward the request to you as the controlling organization owner and assist as described in the DPA.

5. Minor Customer Data (Ages 13-17)

Vinyaas It is not intended for children under 13, and you must not collect or process their personal data (Sections 1 and 7). 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 processing a 13-17-year-old's data where another lawful basis applies.

Organization owners may process such personal data only for a legitimate scheduling purpose — such as a school, youth sports program, club, congregation, family, civic, or community organization. If your organization processes data about a minor, you represent, warrant, and agree that:

- you are an adult (or an authorized representative of the organization), and you have all authority, notices, consents, parental or guardian permissions, and lawful bases required by applicable law;
- 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 staff and others with a genuine need to know;
- you will not use minor data for advertising, unrelated marketing, profiling, sale, sharing, scraping, or any purpose unrelated to operating your scheduling service;
- 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 your scheduling 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 organization's authority, lawful basis, parental consent, or local compliance. As between you and Holicow, you remain solely responsible for the lawful handling of minor data in your organization.

6. Privacy & Data Protection

- Our [Privacy Policy](#) explains how Holicow collects, uses, retains, and protects personal data, and is incorporated into these Terms.
- **Roles.** For booking data inside your organization, the organization owner is the controller and Holicow is the processor (see Section 4). For account, platform 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.

7. Acceptable Use Policy

You agree not to use the Service for any of the following, and you will ensure your organization's bookings and customer data do not involve:

- 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 is permitted only under Section 5.
- Any content or use that is illegal in your jurisdiction or the jurisdiction of any data subject.

To report prohibited content, contact support@vinyaas-it.com.

8. User Content & Customer Data

- You retain ownership of the content and booking data you upload. You grant Holicow a limited license to host, process, back up, and display that content solely to operate the Service.
- You are responsible for the accuracy of services, availability, staff assignments, and customer communications you configure.
- Customers who book through your public scheduling pages provide information directly to your organization. Holicow processes that information on your instructions as described in the Privacy Policy and DPA.

9. Suspension for Non-Payment & Access Restrictions

If your organization does not maintain an active paid subscription after the free trial:

- **Booking, scheduling, and other paid features will stop working** for your organization.
- **Staff and owners** may be unable to use administrative features that depend on an active subscription.
- Organization **owners** may still access billing-related pages and **export organization data** as described in Section 10 for a limited time.

We may suspend or terminate access immediately for material breach, abuse, fraud, or legal requirement.

10. Data Export

Organization **owners** may request an export of organization data in **CSV** format (provided as a downloadable archive). Exports include business data you entered into Vinyaas It (such as services, staff, locations, availability, customers, and bookings) subject to technical limits documented in the product.

Exports are intended to let you retain your records and migrate to another service. Export availability may continue after subscription lapse until data deletion under Section 11.

11. Data Retention and Deletion

When your organization no longer has active subscription access:

- You may export your data (Section 10).
- We retain organization and booking data for up to **90 days** after access ends to allow export and support inquiries.
- After that retention period, we **delete or anonymize** organization and customer booking data stored for your tenant through automated processes, except where we must retain minimal records for legal, tax, fraud prevention, or enforcement purposes (such as immutable legal acceptance logs and limited billing metadata from Paddle).

Deletion is **automated** after the retention period. You are responsible for exporting data you wish to keep before deletion.

12. 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 organization's booking data, 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.

13. 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.

- To the maximum extent permitted by law, Holicow will not be liable for indirect, incidental, special, consequential, or punitive damages, or any loss of profits, data, or goodwill.
- 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 for the Service in the **twelve months** preceding the claim (or USD \$100 if you paid nothing). Nothing in these Terms limits liability that cannot be limited under applicable law.

Some jurisdictions do not allow certain limitations; in those cases our liability is limited to the fullest extent permitted by law.

14. 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 organization's use of the Service, booking data you or your customers provide, your violation of these Terms, or your violation of any law or the rights of any third party.

15. 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.

16. Termination

You may stop using the Service at any time. We may terminate or suspend the Service or your account with notice where reasonable, or immediately for cause. Upon termination, Sections 10, 11, 13, 14, and 17 survive.

Consent and acceptance audit records may be retained as required for legal compliance.

17. Changes to These Terms

We may update these Terms. When we do, we will publish a new version at /tos and, the next time you use the Service as an owner or administrator, ask you to review and accept the updated Terms before continuing. Material changes will be summarized.

Prior versions remain archived for reference.

18. 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.

19. Contact

Holicow LLC 100 N Howard St Ste W Spokane, WA 99201, United States

support@vinyaas-it.com +1 (813) 220-1432

See also our [Contact page](#).