

Terms of Use

Last Updated: [Insert Date]

These Terms of Use ("Terms") govern your access to and use of the mobile application, website, and related services (collectively, the "Services") provided by the Company ("Company," "we," "us," or "our"). By creating an account, clicking acceptance, or using the Services, you agree to be bound by these Terms.

If you do not agree, do not use the Services.

1. Purpose of the Services

The Services provide **informational and organizational tools** intended to help users:

- Plan grocery trips
- Track food and nutrition-related information
- Scan barcodes to identify disclosed ingredients
- Review articles and educational links related to food and allergies

The Services are **not medical devices**, diagnostics, or compliance tools and are not intended to replace professional medical advice.

2. No Medical Advice

The Services provide **general information only**. Nothing within the Services constitutes medical advice, diagnosis, or treatment.

You acknowledge and agree that:

- Ingredient information may be incomplete, outdated, or inaccurate
- Product formulations and manufacturing practices change frequently
- You must always review official product labels and consult qualified healthcare professionals regarding allergies or medical conditions

You assume full responsibility for determining whether a product is safe for you or others.

3. Custom Allergen Feature Limitations

The Custom Allergen feature functions solely by identifying the **exact words or phrases manually entered by the user**.

The feature:

- Does **not** detect synonyms, derivatives, alternative ingredient names, or related substances
- Does **not** infer allergens based on categories, chemistry, or manufacturing processes
- Does **not** identify undisclosed ingredients

You are solely responsible for selecting appropriate keywords and verifying product safety through official labeling and manufacturer disclosures.

4. Cross-Contamination and Risk Indicators

Any cross-contamination or shared-facility indicators provided through the Services are based on **third-party databases and data providers** not owned, operated, or controlled by the Company.

You acknowledge that:

- Such data may be incomplete, delayed, or inaccurate
- Risk indicators are probabilistic and may omit relevant factors
- Results may include false positives or false negatives

The Company does not guarantee the accuracy or completeness of such indicators. Final safety determinations remain your sole responsibility.

5. User Responsibilities

You agree to:

- Use the Services only for lawful purposes
- Provide accurate information where required
- Independently verify all product ingredients and safety information
- Assume all risks associated with food allergies and consumption decisions

6. Data Use and Privacy

We do not sell personal user data.

Personal data is used only to:

- Operate, maintain, and improve the Services
- Secure the Services and prevent misuse
- Conduct research or analytics with explicit user consent
- Share **aggregated, de-identified, and non-sensitive performance metrics** with advertisers and partners for campaign measurement, reporting, and to demonstrate platform performance
- Comply with legal obligations

We do not share sensitive personal data, including health information, allergy profiles, or identifiable user data, with advertisers.

Use of personal data is governed by our **Privacy Policy**, which is incorporated by reference.

7. Third-Party Services and Content

The Services may link to or rely upon third-party content, databases, tools, or services. The Company is not responsible for the accuracy, availability, or practices of third parties.

Use of third-party services is at your own risk and subject to their terms.

8. Disclaimer of Warranties

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF ACCURACY, RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR

EXEMPLARY DAMAGES, INCLUDING PERSONAL INJURY, ALLERGIC REACTIONS, OR HEALTH OUTCOMES, ARISING FROM OR RELATED TO USE OF THE SERVICES.

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY, IF ANY, IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

10. Assumption of Risk

You expressly acknowledge and assume all risks associated with food allergies, ingredient interpretation, cross-contamination, and reliance on informational tools.

11. Indemnification

You agree to indemnify and hold harmless the Company from any claims, damages, losses, or expenses arising out of your use of the Services or violation of these Terms.

12. Termination

We may suspend or terminate access to the Services at any time without notice. Sections relating to disclaimers, limitation of liability, assumption of risk, and indemnification shall survive termination.

13. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to conflict of law principles.

14. Changes to Terms

We may update these Terms from time to time. Continued use of the Services after changes constitutes acceptance of the updated Terms.

15. Contact Information

For questions regarding these Terms, contact: [Insert Company Contact Information]

16. Business and Enterprise Use Addendum

If you access or use the Services on behalf of a business, organization, or other entity ("Business User"), the following additional terms apply:

- You represent and warrant that you have authority to bind the Business User to these Terms
- The Services are provided to Business Users strictly on an **information-only** basis
- The Company does not guarantee regulatory compliance, labeling accuracy, allergen safety, or risk mitigation for Business Users
- Business Users are solely responsible for compliance with applicable laws, regulations, labeling obligations, and internal safety policies

Business Users agree to indemnify and hold harmless the Company from any claims arising from business use, resale, internal decision-making, or reliance by third parties.

17. Privacy Alignment and Data Commitments

These Terms are intended to operate consistently with the Company's Privacy Policy.

To summarize:

- The Company does **not sell personal user data**
- Sensitive personal data, including allergy-related information, is **not shared with advertisers**
- Aggregated and de-identified performance metrics may be shared with advertisers for measurement, analytics, and business development purposes
- Personal data is otherwise used only to operate, maintain, secure, and improve the Services, with explicit user consent, or as required by law

The Privacy Policy describes these practices in detail and controls in the event of any conflict.

18. App Store and Platform Summary (Non-Contractual)

The following summary is provided for convenience and app store disclosure purposes only and does not replace or modify these Terms:

- This app provides informational tools only and is **not a medical device**
- Ingredient and allergen information may be incomplete or inaccurate
- Always verify product labels and consult a healthcare professional
- Custom allergen alerts match only the exact terms you enter
- Cross-contamination indicators rely on third-party data and may be inaccurate
- You are responsible for determining product safety
- We do not sell personal user data

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS OF USE.