

# PRIVACY POLICY

## 1. IMPORTANT MEDICAL DISCLAIMER

**CLIQHEALTH IS NOT A MEDICAL DEVICE, MEDICAL SERVICE, OR CLINICAL TOOL.**

CliqHealth provides general wellness and nutritional information for educational and informational purposes only. The content, features, recommendations, and outputs provided through this application:

- DO NOT constitute medical advice, diagnosis, or treatment
- DO NOT replace professional medical consultation, examination, or treatment
- ARE NOT intended to be relied upon for clinical decision-making
- ARE NOT a substitute for the advice of a qualified healthcare professional, registered dietitian, or medical practitioner
- SHOULD NOT be used to diagnose, treat, cure, or prevent any disease or medical condition

**You must always seek the advice of your GP, consultant, registered dietitian, or other qualified health provider with any questions regarding a medical condition, dietary requirements related to a health condition, or before making any changes to your diet, exercise routine, or health management plan.**

**EMERGENCY: If you are experiencing a medical emergency, call 999 (UK) or your local emergency services immediately. Do not rely on this application in any emergency situation.**

CliqHealth's AI-generated nutritional information, meal suggestions, health insights, and wellness recommendations are algorithmic outputs based on general nutritional databases and user-provided data. They are guidelines only and may not account for your specific medical history, medications, allergies not disclosed, genetic factors, or individual clinical needs.

## 2. WHO WE ARE

CliqChef Ltd ( Trading as "CliqHealth", "we", "us", "our") is the data controller responsible for your personal data. We are registered with the Information Commissioner's Office (ICO) and comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

### **Data Protection Officer Contact:**

Email: [contact@cliqchealth.ai](mailto:contact@cliqchealth.ai)

## 3. WHAT DATA WE COLLECT

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### 3.1 Account Information

- Name, email address, date of birth
- Password (encrypted, never stored in plain text)
- Profile preferences (dietary preferences, health goals)

### 3.2 Health and Wellness Data (Special Category Data)

- Dietary preferences and restrictions (e.g., vegan, gluten-free)
- Self-reported allergies and intolerances
- Self-reported health conditions (voluntarily provided)
- Nutritional intake logs and meal records
- Fitness activity data (steps, workouts, heart rate)
- Sleep data (duration, quality metrics)
- Weight, height, and body composition (if voluntarily provided)
- Wearable device data (Apple Watch, Fitbit, Oura Ring, Samsung Health)

### 3.3 Food and Meal Data

- Photographs of meals (processed for AI food recognition)
- Meal logs and nutritional calculations
- Recipe preferences and cooking history
- Barcode scan data

### 3.4 Technical Data

- Device type, operating system, app version
- IP address (anonymised after 30 days)
- Usage analytics (features used, session duration)
- Crash reports and performance data

### 3.5 Data We DO NOT Collect

- We do NOT access your medical records
- We do NOT collect genetic or genomic data
- We do NOT collect biometric data for identification purposes
- We do NOT collect data from children under 16 without parental consent
- We do NOT collect financial or payment card data (processed by third-party payment providers)

## 4. HOW WE USE YOUR DATA

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### 4.1 Legal Bases for Processing

Purpose	Legal Basis (UK GDPR)
Providing the app service	Contract performance (Art. 6(1)(b))
Processing health data	Explicit consent (Art. 9(2)(a))
AI food recognition	Legitimate interest (Art. 6(1)(f))
Improving our algorithms	Legitimate interest with anonymisation
Legal compliance	Legal obligation (Art. 6(1)(c))
Marketing communications	Consent (Art. 6(1)(a))

### 4.2 Specific Uses

- Provide personalised nutritional information and wellness insights
- Operate the AI food recognition feature
- Sync with your wearable devices (only with your explicit permission)
- Generate health summaries and trend reports for your personal use
- Improve the accuracy of our AI models (using anonymised, aggregated data only)
- Send service communications (account updates, security alerts)
- Send marketing communications (only with your opt-in consent)

### 4.3 AI Processing

- AI outputs are estimates only and may contain inaccuracies
- Nutritional calculations are based on general food databases and may not reflect exact values
- AI recommendations are general wellness guidance, not personalised medical advice
- We do not use your personal data to train AI models without explicit consent and anonymisation

## 5. DATA SHARING

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### 5.1 Limited Sharing

We may share data only with:

Recipient	Purpose	Safeguards
Cloud hosting provider (AWS)	Secure data storage	UK/EU data centres, encryption, DPA in place
Payment processor (Stripe)	Subscription billing	PCI-DSS compliant, no health data shared
Analytics (anonymised only)	App performance	Aggregated, no personal identifiers
Law enforcement	Legal obligation only	Only when required by law or court order

### 5.3 International Transfers

Your data is stored on servers located in the United Kingdom and European Economic Area. We do not transfer your personal data outside the UK/EEA unless: (a) adequate safeguards are in place (Standard Contractual Clauses); (b) the destination country has an adequacy decision from the UK Government; or (c) you have provided explicit consent.

## 6. DATA SECURITY

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We implement appropriate technical and organisational measures to protect your personal data:

- Encryption at rest: AES-256 encryption for all stored data
- Encryption in transit: TLS 1.3 for all data transmission
- Access controls: Role-based access, multi-factor authentication for staff
- Regular audits: Annual penetration testing and security assessments
- Incident response: Documented breach notification procedures (within 72 hours to ICO)
- Data minimisation: We only collect data necessary for the stated purposes
- Pseudonymisation: Health data is pseudonymised where possible

**Note: No system is 100% secure. While we take extensive measures to protect your data, we cannot guarantee absolute security of data transmitted over the internet or stored electronically.**

## 7. DATA RETENTION

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Data Type	Retention Period	Reason
Account data	Duration of account + 2 years	Contract performance
Health and wellness data	Duration of account	Your ongoing use
Meal photographs	90 days after processing	AI recognition only
Usage analytics	12 months (anonymised)	Service improvement
Marketing consent records	7 years	Legal compliance
Support communications	3 years	Dispute resolution

**Upon account deletion, we will:**

- Delete all personal data within 30 days
- Remove all health and wellness data permanently
- Retain only anonymised, aggregated data that cannot identify you
- Retain data required by law (e.g., financial records for HMRC)

## 8. YOUR RIGHTS

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Under UK GDPR, you have the following rights:

Right	Description
<b>Access</b>	Request a copy of all personal data we hold about you
<b>Rectification</b>	Correct any inaccurate or incomplete data
<b>Erasure</b>	Request deletion of your data ("right to be forgotten")
<b>Restriction</b>	Limit how we process your data
<b>Portability</b>	Receive your data in a machine-readable format
<b>Objection</b>	Object to processing based on legitimate interest
<b>Withdraw consent</b>	Withdraw consent at any time without affecting prior processing
<b>Automated decisions</b>	Not be subject to solely automated decision-making with legal effects

To exercise any right, contact: [contact@cliqhealth.ai](mailto:contact@cliqhealth.ai) | In-app: Settings > Privacy > Data Rights | Response within 30 days.

Right to complain: You have the right to lodge a complaint with the Information Commissioner's Office (ICO) at [ico.org.uk](http://ico.org.uk) or by calling 0303 123 1113.

## 9. HEALTH AND WELLNESS DISCLAIMER (EXPANDED)

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### 9.1 Not Medical Advice

All content provided through CliqHealth — including but not limited to nutritional information, calorie estimates, macro/micronutrient calculations, meal suggestions, health scores, wellness insights, fitness recommendations, sleep analysis, and AI-generated outputs — is for general informational and educational purposes only.

### 9.2 No Doctor-Patient Relationship

Use of CliqHealth does not create a doctor-patient relationship, dietitian-client relationship, or any other professional healthcare relationship between you and CliqHealth Ltd, its employees, contractors, or affiliates.

### 9.3 Accuracy Limitations

You acknowledge and agree that:

- Nutritional estimates may be inaccurate. AI food recognition provides estimates based on visual analysis and general food databases. Actual nutritional content may vary significantly based on preparation method, portion size, brand, recipe variations, and other factors.
- Allergen detection is not guaranteed. While we flag common allergens based on ingredient matching, our system may miss allergens due to cross-contamination, hidden ingredients, processing methods, or limitations in our database. If you have a severe allergy, you must not rely solely on CliqHealth for allergen information.
- Health insights are general. Our wellness insights, trends, and recommendations are based on general population data and your self-reported information. They do not account for your complete medical history, medications, genetic factors, or individual clinical circumstances.

- Wearable data has limitations. Data synced from wearable devices is provided by third-party hardware and may contain inaccuracies. CliqHealth is not responsible for the accuracy of third-party device data.

#### **9.4 When You MUST Seek Medical Advice**

You must consult a qualified healthcare professional:

- Before starting any new diet, especially if you have a medical condition
- Before making dietary changes during pregnancy, breastfeeding, or for children
- If you are managing diabetes, kidney disease, heart disease, cancer, or any chronic condition
- If you are taking medications that interact with food or nutrients
- If you experience any adverse symptoms after following any suggestion from the app
- If you have an eating disorder or history of disordered eating
- Before using the app for any child under 16

#### **9.5 Cancer and Chronic Conditions**

CliqHealth was inspired by the founder's personal cancer journey. However, CliqHealth does not provide cancer-specific dietary advice and does not replace oncology dietitian services. Patients undergoing chemotherapy, radiotherapy, or immunotherapy have specific nutritional needs that require professional clinical oversight. Any nutritional information provided is general wellness guidance and must not be used as a substitute for your clinical team's dietary recommendations.

#### **9.6 No Liability for Health Outcomes**

To the maximum extent permitted by law, CliqHealth Ltd accepts no liability for:

- Any adverse health outcomes resulting from reliance on information provided by the app
- Any allergic reactions, nutritional deficiencies, or health complications
- Any decisions made based on AI-generated recommendations
- Any inaccuracies in nutritional calculations or food recognition
- Any failure to detect allergens or dietary incompatibilities
- Any harm resulting from the use or misuse of the app

### **10. CHILDREN'S PRIVACY**

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CliqHealth is not intended for use by children under the age of 16 without parental or guardian consent.

- We do not knowingly collect personal data from children under 16
- If we discover we have collected data from a child under 16 without appropriate consent, we will delete it immediately
- Parents/guardians may contact us at [contact@cliqhealth.ai](mailto:contact@cliqhealth.ai) to request deletion of a child's data

## 11. COOKIES AND TRACKING

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### 11.1 What We Use

Type	Purpose	Duration
Essential cookies	App functionality, authentication	Session
Analytics (anonymised)	App performance and crash reporting	12 months
Preference cookies	Your settings and preferences	Until changed

### 11.2 What We DO NOT Use

- No advertising cookies
- No third-party tracking pixels
- No cross-app tracking
- No fingerprinting

### 11.3 Your Control

You can manage cookie preferences in Settings > Privacy > Cookie Preferences.

## 12. THIRD-PARTY INTEGRATIONS

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When you connect third-party services (Apple Health, Google Fit, Fitbit, Oura, Samsung Health):

- We only access data categories you explicitly authorise
- We do not store raw third-party data longer than necessary for processing
- You can disconnect any integration at any time via Settings
- Disconnecting will stop future data sync but will not retroactively delete previously synced data (you can request deletion separately)
- Third-party services have their own privacy policies which we encourage you to review

## 13. LIMITATION OF LIABILITY

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### 13.1 Service Provided "As Is"

CliqHealth is provided on an "as is" and "as available" basis. To the maximum extent permitted by applicable law, we disclaim all warranties, express or implied, including but not limited to:

- Fitness for a particular purpose
- Accuracy or completeness of information
- Uninterrupted or error-free service
- Compatibility with your specific health needs

### 13.2 Maximum Liability

To the maximum extent permitted by UK law, CliqHealth Ltd's total aggregate liability to you for any claims arising from or related to your use of the app shall not exceed the amount you have paid to us in subscription fees in the 12 months preceding the claim.

### 13.3 Exclusions

Nothing in this policy excludes or limits our liability for:

- Death or personal injury caused by our negligence
- Fraud or fraudulent misrepresentation
- Any liability that cannot be excluded by law

## 14. CHANGES TO THIS POLICY

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We may update this privacy policy from time to time. When we make material changes:

- We will notify you via in-app notification
- We will update the "Last Updated" date at the top
- For significant changes affecting your rights, we will seek renewed consent where required
- Continued use of the app after notification constitutes acceptance of the updated policy

## 15. GOVERNING LAW AND JURISDICTION

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This privacy policy is governed by and construed in accordance with the laws of England and Wales. Any disputes arising from this policy shall be subject to the exclusive jurisdiction of the courts of England and Wales.

## 16. CONSENT DECLARATION

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By creating an account and using CliqHealth, you confirm that:

- You have read and understood this Privacy Policy
- You consent to the collection and processing of your health data as described
- You understand that CliqHealth provides general wellness information only and is NOT a medical service
- You understand that you must seek professional medical advice for any health condition
- You are aged 16 or over (or have parental/guardian consent)
- You accept responsibility for the accuracy of information you provide to the app
- You understand that AI-generated outputs are estimates and may contain inaccuracies