

TERMS OF SERVICE

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PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING CLIQHEALTH. BY ACCESSING OR USING THE APP, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE APP.

1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User", "you", "your") and CliqHealth Ltd ("CliqHealth", "we", "us", "our"), a company registered in England and Wales, operating the CliqHealth mobile application, website, and related services (collectively, the "Service").

By creating an account, downloading, installing, or using the Service, you confirm that: (a) you are at least 16 years of age; (b) you have the legal capacity to enter into binding agreements; (c) you have read, understood, and agree to be bound by these Terms; and (d) you have read and accepted our Privacy Policy.

2. DESCRIPTION OF SERVICE

CliqHealth provides a digital health and wellness management platform offering:

- AI-powered food recognition and nutritional analysis
- Personalised meal logging and dietary tracking
- Fitness and activity tracking
- Sleep and recovery monitoring
- Wearable device integration
- Personalised health insights and wellness recommendations
- Recipe suggestions and meal planning tools
- Health timeline and trend analytics

The Service is provided for informational and wellness tracking purposes only. It does not constitute medical advice, diagnosis, or treatment. See Part I, Section 1 for the full Medical Disclaimer.

3. USER ACCOUNTS

3.1 Account Creation

To access the Service, you must create an account. You agree to: (a) provide accurate, current, and complete information during registration; (b) maintain and promptly update your account information; (c) maintain the security and confidentiality of your password; (d) accept responsibility

for all activities that occur under your account; and (e) notify us immediately at contact@cliqhealth.ai of any unauthorised use of your account.

3.2 Account Restrictions

You may not: (a) create accounts for others without their explicit consent; (b) use another person's account; (c) transfer your account to any other person; (d) create multiple accounts to circumvent restrictions; or (e) register as an account for an entity without authority to do so.

3.3 Account Suspension and Termination

We reserve the right to suspend or terminate your account immediately, without prior notice or liability, if you breach these Terms. You may delete your account at any time via Settings > Account > Delete Account.

4. SUBSCRIPTIONS AND PAYMENT

4.1 Free and Premium Tiers

CliqHealth offers a free tier with limited features and a premium subscription with full feature access. Current pricing is displayed in the application and may be updated with reasonable notice.

4.2 Billing

Premium subscriptions are billed through the applicable app store platform (Apple App Store or Google Play Store). Payments are processed by the platform's payment system. CliqHealth does not directly handle payment card information. By subscribing, you authorise the applicable platform to charge the subscription fee to your payment method on a recurring basis.

4.3 Cancellation

You may cancel your subscription at any time through your app store account settings. Cancellation takes effect at the end of the current billing period. No refunds are provided for partial billing periods, except as required by applicable law.

4.4 Price Changes

We may change subscription prices at any time. We will provide at least 30 days' notice of price changes via email and in-app notification. Continued use of the premium service after the effective date of a price change constitutes acceptance of the new price.

5. INTELLECTUAL PROPERTY

5.1 Our IP

CliqHealth and its content, features, and functionality are owned by CliqHealth Ltd and are protected by intellectual property laws. You may not reproduce, distribute, modify, create derivative works of, publicly display, or otherwise exploit any content from the Service without our express written permission.

5.2 Your Content

You retain ownership of content you submit to the Service (e.g., meal photographs, health data). By submitting content, you grant CliqHealth a non-exclusive, worldwide, royalty-free licence to use, process, and analyse that content for the purpose of providing the Service to you. We do not claim ownership of your personal data or health information.

5.3 Feedback

If you provide us with feedback, suggestions, or ideas about the Service, you grant us an unrestricted, perpetual, irrevocable, royalty-free licence to use that feedback for any purpose without obligation or compensation to you.

6. ACCEPTABLE USE

You agree not to use the Service to:

- Violate any applicable law, regulation, or third-party rights
- Transmit any material that is unlawful, defamatory, offensive, or harmful
- Upload viruses, malware, or other harmful code
- Attempt to gain unauthorised access to our systems or other users' accounts
- Scrape, crawl, or extract data from the Service without permission
- Reverse engineer, decompile, or disassemble the application
- Use the Service for commercial purposes without our written consent
- Impersonate any person or entity
- Manipulate or falsify health data in a manner that could harm others
- Use the Service in any way that could damage, overburden, or impair the Service

7. HEALTH DATA AND MEDICAL DISCLAIMER

Your use of any health-related information provided by the Service is entirely at your own risk. You acknowledge and agree that:

- CliqHealth is a wellness tracking tool, not a medical device or clinical service
- AI-generated nutritional estimates are approximations and should not be used for clinical decision-making
- You will consult a qualified healthcare professional before making significant dietary or lifestyle changes, particularly if you have a medical condition
- Calorie and nutritional data may differ from actual values and should not be used for medical purposes
- CliqHealth does not provide clinical dietary advice for specific medical conditions
- Any health goals set within the app are for personal wellness purposes only

8. THIRD-PARTY SERVICES

The Service may integrate with or contain links to third-party services, platforms, and devices (including wearable manufacturers, app stores, and cloud services). CliqHealth is not responsible for the content, privacy practices, or functionality of third-party services. Your use of such services is governed by the applicable third-party terms and privacy policies.

Third-party integrations include but are not limited to: Apple Health, Google Fit, Fitbit, Oura Ring, Samsung Health. Connecting these services is optional and at your discretion.

9. DISCLAIMERS AND WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:

- THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND
- WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT
- WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE
- WE DO NOT WARRANT THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY CONTENT, NUTRITIONAL DATA, OR HEALTH INSIGHTS
- WE ARE NOT RESPONSIBLE FOR ANY HEALTH OUTCOMES, ADVERSE REACTIONS, OR DECISIONS MADE BASED ON USE OF THE SERVICE

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY UK LAW, CLIQHEALTH LTD AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS SHALL NOT BE LIABLE FOR:

- Any indirect, incidental, special, consequential, or punitive damages
- Any loss of profits, revenue, data, or business opportunities
- Any loss arising from reliance on the accuracy of nutritional data or health insights
- Any health outcomes, medical conditions, or personal injury
- Any unauthorised access to or alteration of your data
- Any service interruption, bugs, or technical failures

Our total liability to you for any and all claims shall not exceed the greater of: (a) the total amount paid by you to CliqHealth in the 12 months preceding the claim; or (b) fifty British pounds (GBP £50).

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless CliqHealth Ltd and its officers, directors, employees, contractors, and agents from and against any claims, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with: (a) your use of the Service; (b) your breach of these Terms; (c) your violation of any third-party rights; (d) any content you submit to the Service; or (e) your violation of any applicable law.

12. PRIVACY

Our collection and use of your personal data is governed by our Privacy Policy (Part I of this document), which is incorporated into these Terms by reference. By using the Service, you consent to the collection and processing of your data as described in the Privacy Policy.

13. MODIFICATIONS TO THE SERVICE

CliqHealth reserves the right to modify, suspend, or discontinue the Service (or any part of it) at any time, with or without notice. We will endeavour to provide reasonable notice of material changes. We shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Service.

14. CHANGES TO TERMS

We may update these Terms at any time. We will notify you of material changes via in-app notification or email. Your continued use of the Service after the effective date of any changes constitutes acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Service and may delete your account.

15. GOVERNING LAW, DISPUTES, AND GENERAL

15.1 Governing Law

These Terms are governed by the laws of England and Wales. Any dispute arising from these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

15.2 Dispute Resolution

Before commencing legal proceedings, you agree to attempt to resolve any dispute informally by contacting us at contact@cliqhealth.ai. We will attempt in good faith to resolve the dispute within 30 days of receiving notice.

15.3 Severability

If any provision of these Terms is held to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

15.4 Entire Agreement

These Terms, together with the Privacy Policy (Part I) and Acceptable Use Policy (Part III), constitute the entire agreement between you and CliqHealth with respect to the Service and supersede all prior agreements, representations, and understandings.

15.5 Contact

For questions about these Terms, contact us at: contact@cliqhealth.ai |