

Terms and Conditions

1. Introduction

Welcome to Smart Health Bite Inc. (the “App,” “we,” “us,” or “our”). These Terms and Conditions (“Terms”) govern your access to and use of our mobile application, website, and services (collectively referred to as the “Services”). By accessing or using the Services, you agree to comply with and be bound by these Terms. If you do not agree with these Terms, please do not use the Services.

We reserve the right to modify these Terms at any time. Any material changes will be posted in the App or on our website, and it is your responsibility to review these Terms periodically. Your continued use of the Services after those changes will constitute acceptance of the updated Terms.

2. Eligibility

To use the Services, you must be at least 13 years old or have the consent of a parent or guardian. If you are under 18, your use of the Services must be supervised by a parent or legal guardian who agrees to these Terms on your behalf.

3. Account Registration

To access certain features of the Services, you must create an account. By registering, you agree to provide accurate, complete, and up-to-date information. You are responsible for maintaining the confidentiality of your account credentials and any activities that occur under your account.

Account Information: You may be required to provide your name, email address, and optional health-related data such as information about hypertension, diabetes, or other conditions.

Security: You are responsible for safeguarding your account. Notify us immediately of any unauthorized use of your account.

4. User Responsibilities

When using the Services, you agree to:

Use the App for lawful purposes only and comply with applicable laws in your jurisdiction. Refrain from uploading or transmitting harmful content (e.g., malware, viruses) that could disrupt or damage the Services.

Not engage in data scraping, reverse-engineering, or other disruptive activities that harm the App or other users.

Not use the Services for any unauthorized commercial purposes.

5. Data Collection and Usage

We collect various types of data to provide you with personalized recommendations and insights:

Personal Information: This includes data like your name, email, and any other details you provide during account registration.

Health Data: You may voluntarily enter information regarding health conditions like hypertension, diabetes, etc. This data is optional.

Food and Nutritional Data: You can log food-related data, including photos of meals and nutritional information.

Oral Hygiene Data: You can log your oral hygiene practices (e.g., brushing, flossing).

Location Data: If you choose to share content on social media, they may collect location data related to that content.

We use this data to personalize recommendations, provide health insights, analyze trends, and improve the Services.

6. Account Deletion and Data Retention

You may delete your account at any time. Upon deletion, all personal data linked to your account will be anonymized. However, we may retain non-personally identifiable data for analytical purposes.

Data Retention: Data is retained as long as necessary to provide the Services, comply with legal obligations, or for legitimate business purposes.

Deletion Process: Upon account deletion, your data will be anonymized, and you will no longer have access to it.

7. Intellectual Property

The content and functionality of the App, including images, logos, software, and databases, are owned by Smart Health Bite Inc. or licensed to us. You are granted a limited, non-transferable license to use the App for personal, non-commercial purposes.

8. Dispute Resolution and Governing Law

All disputes arising from or related to the use of the Services shall be resolved through binding arbitration in accordance with the applicable laws of your jurisdiction. By using the Services, you agree to resolve disputes via arbitration and waive your right to class action.

Arbitration Location: Arbitration will occur in a mutually agreed-upon location, and the laws of your jurisdiction will govern the process.

9. Limitation of Liability

To the fullest extent permitted by law, Smart Health Bite Inc. will not be held liable for any indirect, incidental, special, or consequential damages arising from the use or inability to use the Services, including but not limited to errors or omissions in the data provided.

10. Modifications to Terms

We reserve the right to modify or update these Terms at any time. When changes are made, we will notify you via the App or through other communication channels. Continued use of the Services after changes constitutes acceptance of the updated Terms.

Privacy Policy

1. Introduction

Your privacy is extremely important to us. This Privacy Policy explains how Smart Health Bite Inc. (“we,” “us,” or “our”) collects, uses, stores, and shares your personal data when you use the Services. By using the App, you consent to the practices described in this Privacy Policy.

We may update this Privacy Policy from time to time to comply with applicable laws or to reflect changes in our business practices. Any material changes will be posted in the App, and you will be notified of the updates.

2. Information We Collect

We collect the following types of personal data to enhance your experience and provide personalized services:

Personal Information: This includes your name, email address, and any other information you provide when registering for an account.

Health Data: You may voluntarily enter data regarding health conditions (e.g., hypertension, diabetes), which is optional.

Food and Nutritional Data: Information about your food consumption, including images, descriptions, and nutritional values.

Oral Hygiene Data: Details about your oral hygiene practices.

Location Data: If you share content on social media, we may collect location data related to that content.

3. How We Use Your Data

We use the data collected to:

Personalization: Provide personalized recommendations for nutrition, oral hygiene, and overall wellness.

Analytics: Analyze trends and data to offer health insights and feedback.

Improvement: Continuously improve the App's functionality, fix bugs, and update features.

We do not sell, lease, or rent your personal information to third parties. Your data is used only for the purposes outlined in this Privacy Policy.

4. Data Storage and Security

We store your data securely using encryption and cloud-based servers. We implement industry-standard security practices to protect your personal data from unauthorized access, alteration, or destruction.

Data Retention: We retain your data as long as necessary to fulfill the purposes outlined in this Privacy Policy, or as required by law.

Encryption: Your data is encrypted both in transit and at rest to protect it from unauthorized access.

5. User Rights

Under various global laws (e.g., GDPR, CCPA), you have certain rights regarding your personal data. These include:

Right to Access: You can request a copy of the personal data we have collected about you.

Right to Rectification: You can correct inaccurate or incomplete data.

Right to Deletion: You can request that we delete your personal data (subject to legal retention requirements).

Right to Data Portability: You can request your data in a structured, machine-readable format to transfer to another service.

Right to Object: You can object to the processing of your data for certain purposes, such as marketing.

How to Exercise Your Rights: To exercise any of your rights, you may contact us through the contact details provided in the App or on our website.

6. Cookies and Tracking Technologies

We use cookies to improve your user experience and analyze usage. Cookies are small text files stored on your device that help us understand how users interact with the App.

Cookie Consent: You are asked to consent to the use of cookies when you first visit the App. You can manage your cookie preferences at any time through the App settings.

7. Third-Party Services

We do not share your personal data with third-party advertisers. However, we may use third-party services like cloud storage providers to store and manage your data. These third-party providers are bound by data processing agreements to ensure that they handle your data in compliance with applicable laws.

USDA Database: We use the USDA database for food-related information. This database is integrated within the App to help provide accurate nutritional information.

Data Processors: Any third-party service providers who process personal data on our behalf are required to comply with data protection standards and are bound by data processing agreements (DPAs).

8. Compliance with International Data Protection Laws

General Data Protection Regulation (GDPR) (EU)

The GDPR applies to users located in the European Union and provides several important data protection rights:

Lawful Basis for Processing: We process personal data based on consent, contract performance, or legitimate interests.

Data Subject Rights: As outlined earlier, you have the right to access, correct, delete, or restrict the processing of your data.

California Consumer Privacy Act (CCPA)

The CCPA applies to residents of California, USA, and gives you the right to:

Request to Know: You can ask us to disclose the personal data we've collected about you in the past 12 months.

Request Deletion: You have the right to request the deletion of your personal data.

Opt-Out: While we do not sell your personal data, you can opt-out of any potential future sale of data, if applicable.

GCC Countries, Europe, Americas, and Asia Regulations

We comply with data protection regulations across various regions, including:

GCC Countries: We follow data protection laws in the Gulf Cooperation Council (GCC) countries, which align closely with GDPR principles in terms of data protection, consent, and rights to access and deletion.

Europe: We comply with GDPR, providing users with rights regarding their personal data.

Americas: In the U.S., we adhere to the California Consumer Privacy Act (CCPA) and other state-specific privacy laws.

9. Security Breach Notification

In the event of a data breach, we will notify you promptly if your personal data is compromised. We will take necessary actions to mitigate the effects and ensure that all affected users are informed, particularly in compliance with GDPR's 72-hour breach notification requirement.

10. Changes to Privacy Policy

We may update this Privacy Policy to reflect changes in legal obligations, business practices, or technological advancements. Any significant changes will be communicated to you, and your continued use of the Services after the updates will indicate your acceptance of the revised Privacy Policy.