

HEALTH KEEPER AI

TERMS OF SERVICE

Effective Date: April 24, 2025

1. INTRODUCTION

Welcome to Health Keeper AI ("App"), a mobile application owned and operated by Oleksandr Makieiev ("Company," "we," "us," or "our"). By downloading, accessing, or using our App, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use the App.

Health Keeper AI is designed to help users manage and track their personal health information. The App stores data locally on your device and utilizes cloud-based artificial intelligence to provide insights and recommendations.

2. ACCEPTANCE OF TERMS

By downloading, installing, accessing, or using Health Keeper AI, you:

- Acknowledge that you have read, understood, and agree to be bound by these Terms
- Represent that you are at least 18 years of age, or the applicable age of majority in your jurisdiction
- Consent to the collection, use, disclosure, and processing of your information as described in our Privacy Policy
- Agree to use the App in compliance with all applicable laws and regulations

3. MEDICAL DISCLAIMER

IMPORTANT: HEALTH KEEPER AI IS NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT.

- The App is designed for informational and educational purposes only
- The content, suggestions, and insights provided by the App, including AI-generated content, should not be construed as medical advice
- Always consult with qualified healthcare professionals regarding your health conditions, treatments, and medical decisions
- Never disregard professional medical advice or delay seeking treatment because of information obtained through the App

- In case of a medical emergency, contact emergency services immediately

4. USER ACCOUNTS AND RESPONSIBILITIES

4.1 Account Creation

- You may need to create an account to use certain features of the App
- You agree to provide accurate, current, and complete information during registration
- You are responsible for maintaining the confidentiality of your account credentials
- You agree to notify us immediately of any unauthorized access to your account

4.2 User Responsibilities

- You are solely responsible for all data and information you input into the App
- You agree not to upload any content that violates third-party rights or applicable laws
- You agree to use the App in compliance with these Terms and all applicable laws
- You agree not to attempt to reverse engineer, decompile, or disassemble the App

5. LICENSE AND INTELLECTUAL PROPERTY

5.1 License Grant

- We grant you a limited, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use
- This license does not include any resale or commercial use of the App or its contents

5.2 Intellectual Property Rights

- The App, including all content, features, and functionality, is owned by the Company and is protected by copyright, trademark, and other intellectual property laws
- You may not copy, modify, distribute, sell, or lease any part of the App or its content
- All trademarks, service marks, logos, and trade names displayed on the App are the property of their respective owners

6. USER CONTENT

6.1 Content Ownership

- You retain all rights to the data and information you input into the App ("User Content")
- By using the App, you grant us a limited license to use your User Content solely for the purpose of providing and improving the App's services

6.2 Content Restrictions You agree not to upload, share, or store content that:

- Infringes on any patent, trademark, trade secret, copyright, or other intellectual property right

- Is unlawful, harmful, threatening, abusive, or otherwise objectionable
- Contains viruses or other malicious code
- Attempts to interfere with the proper functioning of the App

7. DATA SECURITY AND PRIVACY

7.1 Data Storage

- The App stores your health data locally on your device using encryption technology
- No personal health data is stored on our servers
- We employ industry-standard security measures to protect your information

7.2 Privacy Policy

- Our Privacy Policy, incorporated into these Terms by reference, explains how we collect, use, and protect your information
- By using the App, you consent to the data practices described in our Privacy Policy

8. THIRD-PARTY SERVICES AND LINKS

- The App may contain links to third-party websites or services that are not owned or controlled by us
- We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party websites or services
- You acknowledge and agree that we shall not be responsible or liable for any damage or loss caused by your use of such third-party services

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

9.1 Warranty Disclaimer

- THE APP IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED
- TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT
- WE DO NOT WARRANT THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY DEFECTS WILL BE CORRECTED

9.2 Limitation of Liability

- TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL,

CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES

- OUR TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR THE APP SHALL NOT EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING OR USING THE APP DURING THE SIX (6) MONTHS PRECEDING YOUR CLAIM

9.3 Health Information Disclaimer

- THE APP PROVIDES GENERAL HEALTH INFORMATION AND IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE
- THE COMPANY DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY HEALTH INFORMATION PROVIDED THROUGH THE APP
- YOU ASSUME ALL RISK FOR ANY RELIANCE ON THE INFORMATION PROVIDED THROUGH THE APP

10. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to:

- Your violation of these Terms
- Your use of the App
- Your User Content
- Your violation of any third-party right, including without limitation any intellectual property right or privacy right

11. TERMINATION

11.1 Termination by You

- You may terminate your use of the App at any time by uninstalling it from your device
- Upon termination, your right to use the App will immediately cease

11.2 Termination by Us

- We may, in our sole discretion, terminate or suspend your access to or use of the App at any time for any reason without notice
- We may terminate or suspend your access immediately if you violate these Terms

11.3 Effect of Termination

- Upon termination, your license to use the App will terminate

- Provisions of these Terms that by their nature should survive termination shall survive, including ownership provisions, warranty disclaimers, indemnity, and limitations of liability

12. CHANGES TO TERMS

- We reserve the right to modify these Terms at any time
- We will provide notice of any material changes through the App or by other means
- Your continued use of the App after such modifications constitutes your acceptance of the revised Terms

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 Governing Law

- For users in Ukraine: These Terms shall be governed by and construed in accordance with the laws of Ukraine
- For users in the United States: These Terms shall be governed by and construed in accordance with the laws of the State of Delaware
- For users in the European Union: These Terms shall be governed by and construed in accordance with the laws of the Republic of Ireland
- For users in other jurisdictions: These Terms shall be governed by and construed in accordance with the laws of Ukraine, except where local mandatory consumer protection laws apply

13.2 Dispute Resolution

- Any dispute arising from or relating to these Terms or the App shall be resolved through:
 - Informal negotiations: You agree to first contact us and attempt to resolve any dispute informally
 - If informal negotiations fail, the dispute resolution method will depend on your country of residence:
 - For users in Ukraine: Binding arbitration conducted by the International Commercial Arbitration Court at the Ukrainian Chamber of Commerce and Industry in Kyiv, Ukraine
 - For users in the United States: Binding arbitration conducted by the American Arbitration Association in accordance with their Commercial Arbitration Rules
 - For users in the European Union: The Online Dispute Resolution platform provided by the European Commission
 - For users in other jurisdictions: Binding arbitration in Kyiv, Ukraine, or through digital means if appropriate
 - Nothing in these Terms shall limit your right to file complaints with relevant local data protection authorities or to bring disputes before courts in your country of residence where mandatory local consumer protection laws require it

- The arbitration shall be conducted in the English language
- The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction

13.3 Class Action Waiver

- You agree that any proceedings to resolve disputes will be conducted only on an individual basis and not in a class, consolidated, or representative action
- You waive the right to participate in class actions or pursue claims in a class action format

13.4 Limitation on Time to File Claims

- Any cause of action you may have arising out of or relating to these Terms or the App must be commenced within one (1) year after the cause of action accrues

14. GENERAL PROVISIONS

14.1 Entire Agreement

- These Terms, together with the Privacy Policy, constitute the entire agreement between you and the Company regarding the App

14.2 Waiver

- The failure of the Company to enforce any right or provision of these Terms shall not be deemed a waiver of such right or provision

14.3 Severability

- If any provision of these Terms is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force and effect

14.4 Assignment

- You may not assign or transfer these Terms without the prior written consent of the Company
- The Company may assign or transfer these Terms without restriction

14.5 Contact Information

- For questions about these Terms, please contact us at makeyev.alexandr@gmail.com