

# TERMS AND CONDITIONS

Effective date: 27<sup>th</sup> March 2025

## 1. INTRODUCTION

Welcome to Kalo (the "**App**"), a mobile application owned and operated by **BullTech Core DMCC** (the "**Company**," "**we**," "**us**," or "**our**"), a legally registered entity in the United Arab Emirates (**UAE**). These **Terms and Conditions** ("**Terms**") govern your access to and use of the App, including all related features, functionalities, and services provided therein.

By downloading, installing, accessing, or using the App, you ("**User**," "**you**," or "**your**") agree to be bound by these Terms. If you do not agree with any provision contained herein, you must **immediately discontinue use** of the App and uninstall it from your device.

We reserve the right to update, modify, or replace any part of these Terms at any time, at our sole discretion. Any changes will be **effective immediately** upon posting within the App or on our website, and it is your responsibility to periodically review these Terms for updates. Continued use of the App after any modifications constitutes your acceptance of the revised Terms. If you have any questions regarding these Terms, please contact us at support@kalo-app.com.

## 2. DEFINITIONS

For the purpose of these Terms, the following definitions apply:

- "**App**" – The mobile application developed and operated by **BullTech Core DMCC**, including all updates, features, and functionalities.
- "**Company**" – BullTech Core DMCC, a registered entity in the **United Arab Emirates (UAE)**.
- "**User**" – Any individual who downloads, accesses, or uses the App.
- "**AI Processing**" – The process of analyzing user-provided data (such as meal images or descriptions) using third-party artificial intelligence models.
- "**Third-Party Providers**" – External companies or entities that provide AI processing, cloud storage, or other services utilized within the App.
- "**Health Data**" – Any nutritional, fitness, biometric, or wellness-related information provided by the User and processed within the App.
- "**Content**" – Any data, including but not limited to text, images, and workout details, submitted by the User.
- "**Device**" – The mobile phone, tablet, or other electronic device on which the App is installed.

- **"App Store Policies"** – The terms and refund policies of **Apple App Store and Google Play Store**, which govern transactions made through those platforms.
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### 3. ELIGIBILITY & USER REQUIREMENTS

#### 3.1 Age Requirement

To use this App, you must be **at least 18 years old** or have **explicit parental or legal guardian consent** if you are between **13 and 17 years old**. By accessing or using the App, you represent and warrant that you meet this eligibility requirement.

#### 3.2 Compliance with Local Laws

You are solely responsible for ensuring that your use of the App complies with all applicable **laws, regulations, and restrictions** in your jurisdiction. We do not warrant that the App is legally permissible for use in every country.

#### 3.3 Restrictions on Use

You may **not** use the App:

- If you are located in a country subject to **UAE government or international trade sanctions**.
- If you have been **previously banned or restricted** from using our services.
- If you engage in activities that **violate any laws, infringe on third-party rights, or interfere with App functionality**.

If we discover that you have provided false information regarding your eligibility or that your usage violates these Terms, we reserve the right to **terminate or suspend** your access without prior notice.

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### 4. ACCOUNT REGISTRATION & ACCESS

#### 4.1 User Accounts

The App may allow you to create a personal account to access certain features. If you choose to register:

- You must provide **accurate, complete, and up-to-date** information.
- You are **solely responsible** for maintaining the confidentiality of your account credentials.
- You agree **not to share** your account with others or allow unauthorized access.
- Accounts may be created using third-party sign-in options such as Sign-in with Apple or Sign-in with Google, if available.

## 4.2 Data Storage and Access

User data is stored securely on the Company's servers to enable cross-device access through a centralized account system.

Data stored locally on the user's device (including activity, sleep, or health data retrieved via HealthKit or similar services) is not stored or synced by the Company and remains confined to the user's device. Any synchronization of such local data is handled exclusively through platform-level services (e.g., Apple Health) and is not accessible to the Company.

## 4.3 Unauthorized Access & Security

You must immediately notify us at [support@kalo-app.com](mailto:support@kalo-app.com) if you suspect any **unauthorized access** to your account. The Company is **not liable** for any loss or damage resulting from unauthorized use of your account.

## 4.4 Right to Suspend or Terminate Accounts

We reserve the right to **restrict, suspend, or terminate** any account at our sole discretion if we determine that:

- The account has been used for fraudulent or unlawful activity.
- There has been a violation of these Terms.
- There is evidence of account compromise or security risk.

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## 5. DESCRIPTION OF SERVICES

### 5.1 AI-Powered Nutrition & Fitness Insights

The App provides an AI-driven interface for analyzing meal data and tracking health/fitness data. **Key features include:**

- Image-based or text-based meal tracking with **AI-generated estimates** of calories, macronutrients, dietary compatibility and other health related data.
- AI-powered responses to food, nutrition, and fitness-related queries.
- Generation of structured data, such as personalized **fitness plans** and **nutritional tables** and historic health data analysis.

### 5.2 Integration with Third-Party Data Sources

The App may **connect to third-party services**, such as **Apple Health (via HealthKit), Google Fit, or other fitness trackers**, to enhance data insights. The Company does **not store or control** this data but merely facilitates integration with User permission.

### 5.3 Service Availability & Updates

- The App's features and services may be updated, modified, or discontinued at any time without prior notice.
- Certain features may be **gradually rolled out** and may not be available in all regions.
- The Company is **not responsible for service interruptions** due to maintenance, technical issues, or external factors.

### 5.4 No Guarantee of Results

The App does **not guarantee weight loss, fitness improvements, or specific health outcomes**. AI-generated data is purely **informational** and should not be relied upon as a substitute for professional medical or dietary advice.

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## 6. NO MEDICAL ADVICE DISCLAIMER

### 6.1 General Disclaimer

The App is **not a medical device** and does not provide **medical, nutritional, or fitness advice**. The information, recommendations, and AI-generated outputs provided within the App are for **informational purposes only** and should not be used as a substitute for:

- Professional medical advice, diagnosis, or treatment.
- Consultation with a licensed dietitian, nutritionist, or fitness expert.

Users should consult a **qualified healthcare professional** before making any decisions based on the App's data, especially if they have **pre-existing medical conditions, dietary restrictions, or fitness concerns**.

### 6.2 No Doctor-Patient Relationship

Your use of the App does **not** establish a **doctor-patient, dietitian-client, or fitness coach-client relationship**. The Company is **not liable** for any health complications, injuries, or adverse effects resulting from reliance on the App's outputs.

### 6.3 Emergency Situations

The App is **not designed for medical emergencies**. If you experience a health emergency, such as an allergic reaction, severe dietary issue, or medical crisis, you must immediately **seek professional medical assistance or call emergency services** in your location.

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## 7. ACCURACY & LIMITATIONS OF AI DATA

### 7.1 AI-Generated Estimates

The App uses **artificial intelligence and machine learning models** to provide **approximations** of nutritional data, caloric intake, and dietary recommendations.

However:

- The **accuracy** of results depends on **user input quality** (e.g., clear images, accurate descriptions).
- The AI may **misinterpret or inaccurately classify** foods, leading to incorrect nutritional estimates.
- Results may vary based on updates, AI model improvements, or third-party data changes.

### 7.2 No Guarantees of Accuracy

The Company **does not warrant or guarantee** the completeness, accuracy, or reliability of any AI-generated outputs. Users are advised to independently verify information, especially when making **critical dietary or fitness decisions**.

### 7.3 Third-Party AI Providers

The App relies on **external AI processing services** for **image recognition, natural language processing, and data analysis**. These third-party providers have **their own limitations, policies, and accuracy thresholds**, and the Company assumes **no liability** for any inaccuracies in their output.

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## 8. THIRD-PARTY SERVICES & DATA SHARING

### 8.1 Use of Third-Party AI Models

The App integrates with third-party artificial intelligence services (providers) to process user-provided content, including food descriptions and meal images. By using the App, you:

- Acknowledge that your submitted data may be transmitted securely to these external AI platforms for processing.
- Understand that these third-party AI models are not owned or controlled by the Company and may operate under jurisdictions outside your own.
- Consent to such data processing solely for the purpose of generating content required for core App functionality.
- To the best of the Company's knowledge, and according to the providers' publicly stated API policies, user data transmitted for processing is **not stored or retained** beyond the duration required to generate the output.

## 8.2 Cloud-Based Storage & Device Syncing

The App uses a centralized backend infrastructure to store select user data on secure servers. This allows users to access their data across multiple devices when logged into the same account.

The Company is not liable for any unauthorized access, device-level loss, or external syncing errors related to user devices or third-party health platforms.

## 8.3 Third-Party Policies & User Responsibility

Interactions with third-party services are subject to their respective **terms, privacy policies, and operational standards**. The Company **does not endorse, monitor, or assume liability** for any third-party practices, including:

- Data retention policies.
- Security measures.
- Service availability and accuracy.

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## 9. USER CONTENT & DATA STORAGE

### 9.1 Centralized Data Storage

The Company stores the following user data securely on its centralized servers:

- Food entries (text only, not images)
- User-provided personal information such as name, email, and preferences
- User goals (e.g., target weight)

This data is used exclusively for enabling App functionality and is never monetized. Health-related data sourced from Apple Health (HealthKit) or similar services is not collected, stored, or retained on the Company's servers.

### 9.2 User Data Collection

Users will be asked to provide personal data (e.g., Name, Height, Age, Weight, daily activity metrics, weight goals, diet preferences, etc.) either directly or via connected services like Apple HealthKit and Android counterparts. This data will be saved on our servers to prevent loss and to enable multi-device access.

### 9.3 No Liability for Data Loss or Breach

While the Company implements industry-standard security protocols, it is not liable for data loss or breaches arising from:

- User negligence (e.g., lost credentials)
  - Device compromise
  - Third-party cloud provider outages
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## 10. PRIVACY POLICY & DATA HANDLING

### 10.1 Separate Privacy Policy

The Company maintains a Privacy Policy, which governs the collection, use, and sharing of personal data. By using the App, you agree to the terms outlined in the Privacy Policy.

### 10.2 What Data Is Processed?

The Company collects and processes the following categories of data:

- Text-based food entries and meal descriptions submitted by the User
- Basic personal information (name, email, weight goal, etc.)
- Metadata associated with App usage (e.g., timestamps, preferences)

The Company does **not** store, transmit, or process HealthKit data such as activity, sleep, or heart rate. All such data remains local to the device and is used solely to generate on-device summaries without being transmitted or backed up externally.

### 10.3 No Sale or Monetization of User Data

The Company does not sell, rent, or monetize user data.

User data is never shared with third parties for advertising, analytics, or profiling purposes. All data usage is limited to enabling App features explicitly initiated by the user.

### 10.4 User Consent & Control

By using the App, you:

- **Grant permission** for your submitted content to be processed through AI services.
- Understand that you may **disable data-sharing permissions** and **delete any data stored** at any time via your device settings by deleting your account.

## 10.5 Third-Party Privacy Practices

The App may integrate with third-party services that have **independent privacy policies**. Users should review these policies separately, as the Company **does not control or assume responsibility** for third-party data practices.

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## 11. PAYMENTS, SUBSCRIPTIONS & REFUND POLICY

### 11.1 Paid Features & Subscription Plans

The App may offer **premium features, in-app purchases, or subscription-based services** that require payment. Users can access these through the Apple App Store or Google Play Store, and the following terms apply:

- Subscription plans may be **monthly, yearly, or one-time purchases**, depending on the feature.
- Pricing is **clearly stated before purchase** and is subject to change at the Company's discretion.
- Some features may be available under a **free trial**, after which automatic charges may apply unless canceled.

### 11.2 Payment Processing & Security

- All payments are processed securely via **Apple App Store and Google Play Store billing systems**.
- The Company **does not store or handle** credit card information.
- Users are responsible for ensuring they have a valid payment method linked to their app store account.

### 11.3 Automatic Renewals & Cancellation

- Subscription plans may **auto-renew** unless canceled before the renewal date.
- Users can manage or cancel subscriptions via their **Apple ID or Google Play settings**.
- Cancellations take effect at the **end of the current billing cycle**, and users will retain access until then.

### 11.4 Refund Policy

- **All refund requests must be directed to the respective app store provider.** The Company **does not process refunds directly**.
- Refunds may be granted at the discretion of **Apple App Store or Google Play Store policies**.
- If a refund is granted, access to paid features may be immediately revoked.



## 11.5 Price Changes & Modifications

The Company reserves the right to adjust pricing or subscription terms at any time. Any changes will apply to **future billing cycles** and will be communicated via app notifications or email (if applicable).

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## 12. PROHIBITED CONDUCT

By using the App, you agree **not to engage** in the following prohibited activities:

### 12.1 Misuse of AI Features

- Uploading **false, misleading, or manipulated content** for the purpose of **deceiving AI-generated results**.
- Using AI-generated data in a **harmful or unethical** manner.

### 12.2 Unauthorized Access & Security Violations

- Attempting to **hack, disrupt, or compromise** the App's functionality.
- **Reverse-engineering, decompiling, or tampering** with the App's code.
- Using automated tools, bots, or scripts to interact with the App.

### 12.3 Unlawful & Harmful Activities

- Using the App in any **jurisdiction where AI-based health tracking is restricted**.
- Violating any **applicable laws, regulations, or third-party terms**.
- Uploading or sharing **content that is illegal, defamatory, harassing, or discriminatory**.

### 12.4 Violations & Enforcement

If you engage in any prohibited conduct, the Company reserves the right to:

- **Suspend or terminate** your account without prior notice.
  - **Report violations** to law enforcement authorities if applicable.
  - Pursue **legal action** for damages or losses caused by your misconduct.
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## 13. INTELLECTUAL PROPERTY RIGHTS

### 13.1 Ownership of the App & Content

- The App, including its **software, trademarks, and branding**, is the **exclusive property** of BullTech Core DMCC.

- All rights, including but not limited to **copyrights, trademarks, and patents**, are **reserved** by the Company.

### 13.2 Limited User License

- Users are granted a **non-exclusive, non-transferable, revocable license** to use the App **for personal, non-commercial purposes** only.
- Users **may not** modify, distribute, resell, or create derivative works based on the App's software or services.

### 13.3 User-Generated Content

- Any content submitted by the User (such as meal images, text inputs, or workout logs) **remains the property of the User**.
- However, the User **grants the Company a limited license** to process such content for the sole purpose of providing AI-generated outputs.
- The Company **does not claim ownership** over user-generated content and does not sell or commercialize it.

### 13.4 Copyright Violations & DMCA Compliance

If you believe that your intellectual property rights have been infringed, you may submit a **copyright infringement notice** to [legal@kalo-app.com](mailto:legal@kalo-app.com) in compliance with applicable laws, including the **Digital Millennium Copyright Act (DMCA)** where applicable.

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## 14. THIRD-PARTY INTEGRATIONS (e.g., Apple Health, HealthKit)

### 14.1 Use of External Health Data Sources

The App may **integrate with third-party health and fitness platforms**, such as:

- **Apple Health via HealthKit**
- **Google Fit**
- Other **wearable devices or fitness trackers**

Users may choose to sync health data **voluntarily**, and all integrations are subject to the respective **third-party provider's privacy policies**.

### 14.2 No Storage or Processing by the Company

- The Company **does not collect, store, or retain** any data from third-party health integrations.
- Data retrieved from **Apple Health or Google Fit remains within the user's device** and is processed locally.

### 14.3 User Responsibility & Permissions

- Users are **responsible for managing their own permissions** through device settings.
  - Disabling access to **third-party health data** may impact the functionality of certain features.
  - The Company is **not liable** for errors, discrepancies, or data inaccuracies in third-party services.
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## 15. LIABILITY LIMITATIONS & INDEMNIFICATION

### 15.1 No Liability for Health Outcomes

The Company **disclaims all liability** for:

- Inaccurate **AI-generated nutrition or fitness data**.
- Any **injuries, health issues, or adverse effects** resulting from reliance on App-generated recommendations.
- Any **harm resulting from incorrect or incomplete user input**.

### 15.2 Limitation of Liability

To the **maximum extent permitted by law**, the Company shall **not be liable** for:

- Any **direct, indirect, incidental, or consequential damages**, including but not limited to **loss of health, data, profits, or business**.
- Any **errors, inaccuracies, or service interruptions** caused by technical issues, third-party services, or AI processing limitations.
- Unauthorized access to, or alteration of, user content by **third parties**.

### 15.3 Indemnification by Users

By using the App, you agree to **indemnify, defend, and hold harmless** the Company and its affiliates from any claims, liabilities, or expenses arising from:

- Your **misuse of the App or AI-generated data**.
  - Your **violation of these Terms**.
  - Any **third-party claims related to your content or actions** within the App.
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## 16. APP AVAILABILITY & TECHNICAL ISSUES

### 16.1 No Guarantee of Uninterrupted Service

- The Company **does not guarantee** that the App will be available **at all times** or that it will function **without errors, interruptions, or security vulnerabilities**.
- The App may experience **downtime due to maintenance, updates, server failures, or external disruptions**.

## 16.2 User Responsibility for Device & Connectivity

- Users are responsible for ensuring that their **device, operating system, and internet connection** are compatible with the App.
- The Company is **not liable** for service disruptions caused by **user-side issues, including outdated software, hardware failures, or poor network conditions**.

## 16.3 Software Updates & Compatibility

- The Company may release **updates, patches, or new versions** of the App to improve functionality or security.
- Users may be required to **download and install updates** to continue using the App.
- The Company reserves the right to **discontinue support for older versions** of the App.

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# 17. TERMINATION & SUSPENSION OF ACCOUNTS

## 17.1 Company's Right to Terminate or Suspend Accounts

The Company reserves the right to **terminate, suspend, or restrict access** to the App **without notice** if:

- A User **violates these Terms** or any applicable laws.
- Fraudulent, illegal, or abusive activities are detected.
- The Company ceases operations, discontinues the App, or undergoes a legal or business restructuring.

## 17.2 User-Initiated Account Deletion

- Users may request to delete their account by contacting support at support@kalo-app.com.
- Upon deletion, the Company will remove your data from its servers, except for information that must be retained for legal or regulatory purposes.
- Account deletion does not entitle the user to a refund for any unused services.

## 17.3 Effect of Termination

Upon termination of an account:

- The User's **access to the App and its features will be revoked**.

- Any **remaining subscription term will not be refunded**, unless otherwise dictated by **App Store or Google Play refund policies**.
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## 18. GOVERNING LAW & JURISDICTION

### 18.1 Applicable Law

- These Terms are **governed by and interpreted in accordance with the laws of the United Arab Emirates (UAE)**.
- If the App is accessed from outside the UAE, the User is responsible for ensuring compliance with **local laws**.

### 18.2 Dispute Resolution

- Any disputes arising from these Terms shall first be attempted to be resolved through **negotiation and mediation**.
- If mediation fails, disputes shall be resolved through **binding arbitration** in the UAE, in accordance with UAE arbitration laws.

### 18.3 No Class Action Rights

- Users agree that any claims **must be filed on an individual basis** and **may not be consolidated into a class action lawsuit**.
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## 19. FORCE MAJEURE

### 19.1 No Liability for Uncontrollable Events

The Company shall **not be held liable** for any failure or delay in performance due to events beyond its control, including but not limited to:

- Natural disasters (earthquakes, floods, fires, pandemics).
- Government-imposed restrictions or regulatory changes.
- Cyberattacks, hacking incidents, or data breaches.
- Power outages, network failures, or third-party service disruptions.

If such an event prevents the Company from delivering its services, affected obligations will be **suspended** until normal operations resume.

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## 20. USER SUPPORT & CONTACT INFORMATION

### 20.1 Support Services

- The Company provides **limited user support** via email at [support@kalo-app.com](mailto:support@kalo-app.com).

- Response times may vary based on **inquiry volume and business hours**.

## 20.2 Reporting Issues or Violations

- Users may report **bugs, technical issues, or violations of these Terms** via support@kalo-app.com.
- The Company is **not obligated to address every report**, but will investigate serious issues that impact App functionality.

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## 21. ELECTRONIC COMMUNICATIONS CONSENT

### 21.1 Agreement to Receive Electronic Notices

By using the App, you consent to receive:

- Legal notices, updates, and policy changes **via email or in-app notifications**.
- Promotional communications (if opted in), which can be unsubscribed from at any time.

### 21.2 No Paper Copies

All legal notices will be provided **electronically**, and Users waive the right to receive **paper copies** of communications.

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## 22. UPDATES & MODIFICATIONS TO TERMS

### 22.1 Right to Modify Terms

- The Company reserves the right to **modify, amend, or replace** these Terms at any time.
- Any changes will be **effective immediately upon posting** within the App or on our website.

### 22.2 User Responsibility to Review Updates

- Users are responsible for **regularly reviewing these Terms** to stay informed of changes.
- Continued use of the App after updates constitutes **acceptance of the modified Terms**.

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## 23. SEVERABILITY

### 23.1 Partial Invalidity Does Not Affect Entire Agreement

- If any provision of these Terms is found to be **unenforceable or invalid**, the remaining provisions shall **remain in full force and effect**.
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## **24. WAIVER & NON-ENFORCEMENT**

### **24.1 No Waiver of Rights**

- Failure by the Company to enforce any provision **does not constitute a waiver** of its rights.
  - Any waiver of rights must be in **writing and explicitly stated**.
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## **25. ENTIRE AGREEMENT**

### **25.1 Supersedes All Prior Agreements**

- These Terms constitute the **entire agreement** between the User and the Company.
- They **supersede all prior communications, agreements, or understandings**, whether written or oral.

### **25.2 No Reliance on External Representations**

- Users acknowledge that they are **not relying on any statements, representations, or promises** outside of what is explicitly stated in these Terms.