TERMS OF USE, EULA & PRIVACY POLICY

U Max: AI Looksmax Face Rating

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Developer Contact: smartify04@gmail.com Application Version: 1.0

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1. TERMS OF SERVICE

1.1 Acceptance of Terms By downloading, installing, or using Looksmaxxing AI: Better You ("the Application," "the App," "our Service"), you ("User," "you") agree to be legally bound by these Terms of Service, the End User License Agreement (EULA), and our Privacy Policy. If you do not agree to these terms, you must immediately discontinue use and uninstall the Application.

1.2 Eligibility You must be at least 4 years of age to use this Application. If you are between 4 and 18 years old (or the age of majority in your jurisdiction), you must have permission from a parent or legal guardian to use the App. By using the App, you represent and warrant that you meet these age requirements.

1.3 Purpose of the Application The Application provides AI-powered facial analysis and personalized appearance improvement suggestions. The Service is intended solely for entertainment, educational, and personal self-improvement purposes. The Application does NOT provide medical, health, psychological, or professional advice of any kind.

1.4 User Responsibilities By using the Application, you agree to:

- Use the Application only for lawful purposes and in compliance with all applicable laws
- Upload only photographs that you own or have explicit legal rights to use
- Not upload photographs of minors without proper parental consent
- Not use the Application to harass, harm, threaten, or impersonate others
- Not upload offensive, illegal, or inappropriate content
- Not attempt to bypass, disable, or interfere with security features
- Accept that all analyses and recommendations are for informational purposes only and not professional advice

1.5 Prohibited Uses You may NOT:

- Use the Application for any illegal or unauthorized purpose
- Upload images of other people without their explicit consent
- Use the Service to discriminate, harass, or harm others
- Attempt to access or use another user's account
- Transmit viruses, malware, or any harmful code
- Use the Application in any way that could damage or overburden our systems
- Scrape, data-mine, or extract data from the Application
- Use the Application for commercial purposes without written permission

1.6 Disclaimer of Warranties THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

We do not guarantee:

- Uninterrupted, error-free, or secure operation
- Specific results or outcomes from using the Application

- Accuracy, reliability, or completeness of any content or analysis
- That the Application will meet your specific requirements

1.7 Medical and Professional Advice Disclaimer THE APPLICATION DOES NOT PROVIDE MEDICAL, HEALTH, PSYCHOLOGICAL, OR PROFESSIONAL ADVICE. All analyses, suggestions, and recommendations provided by the Application are generated by artificial intelligence for entertainment and informational purposes only.

YOU SHOULD NOT RELY ON THE APPLICATION FOR:

- Medical diagnosis or treatment decisions
- Mental health or psychological counseling
- Professional beauty or cosmetic surgery advice
- Any decisions affecting your health or wellbeing

Always consult qualified healthcare professionals for medical advice. If you have concerns about your physical or mental health, please seek professional medical attention.

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2. END USER LICENSE AGREEMENT (EULA)

2.1 Grant of License Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the Application on your personal device(s) solely for your personal, non-commercial use.

2.2 License Restrictions You may NOT:

- Copy, modify, adapt, translate, or create derivative works of the Application
- Reverse engineer, decompile, disassemble, or attempt to extract source code
- Remove, alter, or obscure any copyright, trademark, or proprietary notices
- Sell, rent, lease, sublicense, distribute, or transfer the Application
- Use the Application for commercial purposes without written authorization
- Attempt to circumvent any technical protection measures
- Export or re-export the Application in violation of applicable laws

2.3 Intellectual Property Rights The Application, including all software, algorithms, designs, graphics, text, photos, trademarks, and other content, is owned by the Developer and protected by international copyright, trademark, and intellectual property laws.

You acknowledge that:

- No ownership rights are transferred to you
- All rights not expressly granted are reserved by the Developer
- Unauthorized use may result in civil and criminal penalties

2.4 Apple Standard EULA This license agreement incorporates Apple's Licensed Application End User License Agreement (Standard EULA), available at: https://www.apple.com/legal/internet-services/itunes/dev/stdeula/

In case of any conflict between this EULA and Apple's Standard EULA, Apple's Standard EULA shall prevail.

2.5 Termination This license is effective until terminated. Your rights under this license will terminate automatically without notice if you fail to comply with any term of these Terms. Upon termination, you must immediately cease all use of the Application and delete all copies from your devices.

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3. AI FACE DATA COLLECTION & USAGE DISCLOSURE

IMPORTANT: This Application uses artificial intelligence to analyze facial features from photographs you provide. Please read this section carefully to understand how your facial data is collected, used, and protected.

3.1 What Face Data Is Collected? The Application temporarily processes photographs you voluntarily upload to:

- Analyze facial features and proportions
- Generate AI-based visual comparisons and effects
- Provide personalized appearance improvement suggestions

Face Data Collected:

- Two (2) user-provided photographs (front-facing and side profile recommended)
- Basic facial feature analysis (proportions, symmetry, general characteristics)

- User-selected preferences for analysis type

Face Data NOT Collected:

- NO biometric templates or identifiers are created
- NO facial recognition data for identification purposes
- NO persistent facial signatures or measurements are stored
- NO data is used to identify you across other services or applications

3.2 How Face Data Is Used Your facial photographs are used EXCLUSIVELY for:

1. Generating AI-powered appearance analysis
2. Creating personalized improvement recommendations ("looksmax routines")
3. Producing visual comparison effects within the Application

Your face data is NEVER used for:

- Tracking or identifying you
- Targeted advertising or marketing
- Training AI models
- Sharing with third parties
- Any purpose other than providing you the requested analysis

3.3 Face Data Processing Method

- **On-Device Processing:** All facial analysis is performed LOCALLY on your device whenever technically possible
- **Cloud Processing (if applicable):** In cases where enhanced processing is required, images may be temporarily transmitted to secure cloud servers operated by our trusted AI service provider
- **Immediate Deletion:** All photographs and analysis data are AUTOMATICALLY DELETED immediately after processing is complete
- **No Storage:** NO copies of your photographs are retained on any server or database

3.4 Third-Party Sharing & Access Your facial photographs and analysis data are:

- NEVER sold to third parties
- NEVER shared with advertisers or data brokers
- NEVER used for purposes unrelated to your requested analysis

- NEVER combined with other personal information to build profiles

Limited Technical Sharing: If cloud processing is required, images may be transmitted ONLY to:

- Our secure, encrypted AI processing service provider
- Transmitted via encrypted channels (HTTPS/TLS)
- Processed in isolated, secure environments
- Automatically deleted within seconds of processing completion
- Subject to strict data processing agreements prohibiting any unauthorized use

3.5 Data Retention & Deletion Policy

- **Photographs:** Deleted immediately after analysis (typically within seconds)
- **Analysis Results:** Stored locally on your device only; you can delete anytime
- **No Server Storage:** Zero retention period on any remote servers
- **No Backups:** Your face data is excluded from all backup processes
- **No Logs:** No permanent logs containing face data are created

3.6 Your Control Over Face Data You have complete control:

- Upload photos voluntarily – the App never accesses your camera or photo library without explicit permission
- Delete analysis results anytime through the App interface
- Uninstall the App to remove all local data permanently
- Request information about your data by contacting smartify04@gmail.com

3.7 Security Measures We protect your face data with:

- End-to-end encryption during any transmission
- Secure, isolated processing environments
- No persistent storage on servers
- Regular security audits and updates
- Compliance with industry-standard security practices

3.8 Children's Privacy We do NOT knowingly collect facial data from children under 13. If you are between 13-18, you must have parental consent. Parents who believe we have inadvertently collected data from a child under 13 should contact us immediately at smartify04@gmail.com for immediate deletion.

3.9 Reference to Privacy Policy For comprehensive details, please review:

- **Section 4.2:** "Face Data Usage and Processing"
- **Section 4.5:** "Data Retention and Deletion Policy"
- **Section 4.6:** "Third-Party Services and Data Sharing"

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4. PRIVACY POLICY

4.1 Information We Collect

A. Information You Provide Directly:

- Photographs you upload for analysis (temporarily processed, immediately deleted)
- Optional user preferences for analysis type
- Email address (only if you contact support)

B. Automatically Collected Information:

- Device information (model, operating system version)
- App usage analytics (features used, session duration) – anonymized and aggregated
- Crash reports and performance data (anonymous, no personal identifiers)

C. Information We DO NOT Collect:

- NO name, address, phone number, or contact details
- NO email address (unless you contact support voluntarily)
- NO social media profiles or accounts
- NO location data or GPS coordinates
- NO persistent biometric identifiers
- NO browsing history or activity outside the App

4.2 Face Data Usage and Processing Detailed in Section 3: "AI Face Data Collection & Usage Disclosure" above.

Summary:

- Photographs are processed temporarily for analysis only
- No biometric identifiers or facial recognition data is created
- All photos are deleted immediately after processing

- No face data is stored, shared, or used for any other purpose

4.3 How We Use Non-Face Data We use non-facial information ONLY to:

- Provide and improve the Application's functionality
- Analyze usage patterns to enhance user experience (anonymized)
- Diagnose technical problems and crashes
- Prevent fraud and ensure security
- Comply with legal obligations
- Respond to your support requests

4.4 Data Sharing and Disclosure We do NOT sell, rent, or trade your personal information.

Limited Sharing Scenarios:

- **Service Providers:** Trusted technical partners who assist with app functionality (subject to strict confidentiality agreements and immediate data deletion policies)
- **Legal Requirements:** If required by law, court order, or government regulation
- **Business Transfer:** In the event of a merger, acquisition, or sale (users will be notified)
- **With Your Consent:** Any other sharing requires your explicit permission

4.5 Data Retention and Deletion Policy

- **Face Photos:** Deleted immediately after analysis (0-second retention)
- **Analysis Results:** Stored locally on your device only; deleted when you uninstall the App or manually delete them
- **Anonymous Analytics:** Aggregated usage data (no personal identifiers) retained for up to 12 months for improvement purposes
- **Support Emails:** Retained for up to 2 years for customer service records

How to Delete Your Data:

- Uninstall the Application to remove all local data
- Contact smartify04@gmail.com to request deletion of any support correspondence

4.6 Third-Party Services and Data Sharing The Application may use third-party services for:

- **Cloud AI Processing:** (if applicable) Secure, temporary processing with immediate deletion
- **Analytics:** Anonymous, aggregated usage statistics (no personal identifiers)
- **Crash Reporting:** Anonymous crash logs for debugging

These services:

- Are bound by strict data processing agreements
- Cannot use your data for their own purposes
- Must delete face data immediately after processing
- Comply with GDPR, CCPA, and international privacy laws

4.7 International Data Transfers Your data may be processed in countries outside your residence. We ensure adequate safeguards through:

- Standard contractual clauses
- Encryption in transit and at rest
- Compliance with international data protection regulations

4.8 Your Privacy Rights Depending on your location, you may have the right to:

- **Access:** Request a copy of your data
- **Deletion:** Request deletion of your personal information
- **Correction:** Request correction of inaccurate data
- **Portability:** Receive your data in a structured format
- **Objection:** Object to certain data processing activities
- **Withdraw Consent:** Withdraw consent for data processing (where applicable)

To exercise your rights, contact: smartify04@gmail.com

4.9 Data Security We implement industry-standard security measures:

- Encryption of data in transit (TLS/HTTPS)
- Secure cloud infrastructure with access controls
- Regular security audits and vulnerability assessments
- No permanent storage of sensitive face data
- Employee training on privacy and security

However, no method of electronic storage or transmission is 100% secure. We cannot guarantee absolute security.

4.10 Children's Privacy (COPPA & GDPR Compliance) The Application is NOT intended for children under 13. We do not knowingly collect personal information from children under 13.

If you are a parent or guardian and believe your child under 13 has provided us with personal information, please contact smartify04@gmail.com immediately, and we will delete the information promptly.

Users between 13-18 must have parental or guardian consent to use the Application.

4.11 California Privacy Rights (CCPA) California residents have additional rights under the California Consumer Privacy Act:

- Right to know what personal information is collected
- Right to delete personal information
- Right to opt-out of sale of personal information (we do NOT sell personal information)
- Right to non-discrimination for exercising privacy rights

To exercise CCPA rights, contact: smartify04@gmail.com

4.12 European Privacy Rights (GDPR) If you are in the European Economic Area (EEA), you have rights under the General Data Protection Regulation:

- Right of access, rectification, and erasure
- Right to restrict or object to processing
- Right to data portability
- Right to withdraw consent
- Right to lodge a complaint with a supervisory authority

Legal Basis for Processing:

- Consent: For processing face photos you voluntarily upload
- Legitimate Interests: For improving the App and ensuring security

4.13 Changes to Privacy Policy We may update this Privacy Policy periodically. Material changes will be communicated via:

- In-app notification
- Updated "Last Updated" date at the top of this document

Your continued use after changes constitutes acceptance. Please review this policy regularly.

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5. SUBSCRIPTION TERMS & AUTO-RENEWAL

5.1 Subscription Overview The Application offers a premium subscription service that provides enhanced AI features and analysis capabilities.

Subscription Details:

- **Name:** Premium AI Features
- **Duration:** 1 month (auto-renewable)
- **Price:** $4.99 USD per month (or equivalent in local currency)
- **Payment:** Charged to your Apple ID account

5.2 Free Trial (If Offered)

- Some subscriptions may include a free trial period
- Trial duration will be clearly stated at the time of subscription
- You will not be charged during the free trial
- Trial automatically converts to a paid subscription unless canceled at least 24 hours before trial ends
- You can cancel anytime during the trial without charge

5.3 Billing and Payment

- Payment is charged to your Apple ID account at confirmation of purchase
- All transactions are processed by Apple through the App Store
- We do not have access to your payment information
- Prices are subject to change with 30 days' notice
- Applicable taxes may be added based on your location

5.4 Auto-Renewal Your subscription automatically renews unless auto-renew is turned off at least 24 hours before the end of the current subscription period.

- Your account will be charged for renewal within 24 hours prior to the end of the current period
- Renewal charges are at the same price as the original subscription (unless notified otherwise)
- You can turn off auto-renewal anytime through your App Store account settings

5.5 Managing Your Subscription You can manage, view, or cancel your subscription by:

1. Opening the **Settings** app on your iOS device
2. Tapping your **name** at the top
3. Selecting **Subscriptions**
4. Choosing **Looksmaxxing AI: Better You**
5. Selecting **Cancel Subscription** (if desired)

Alternatively:

- Open the **App Store** app
- Tap your **profile icon** (top right)
- Tap **Subscriptions**
- Manage your subscription for Looksmaxxing AI

Important: Cancellation takes effect at the end of the current billing period. You will retain access to premium features until that date.

5.6 Refund Policy All purchases are final and non-refundable except as required by law.

Refund requests must be submitted directly to Apple:

- Visit: https://reportaproblem.apple.com
- Or contact Apple Support for assistance

We (the Developer) do not process refunds directly as all transactions are handled by Apple.

5.7 Subscription Features Premium subscribers receive:

- Unlimited AI facial analyses
- Advanced looksmax routines and recommendations
- Priority processing for faster results
- Access to exclusive AI comparison features
- Ad-free experience (if applicable)
- Early access to new features

Features may change over time. Current subscribers will be notified of significant changes.

5.8 Cancellation You may cancel your subscription at any time through your App Store account settings (see Section 5.5).

Upon cancellation:

- You retain access to premium features until the end of the current billing period
- No refund is provided for the remaining days of the current period
- Your subscription will not renew for the next billing cycle
- You can resubscribe anytime through the App

5.9 Promotional Offers We may occasionally offer promotional discounts or special pricing. Promotional terms will be clearly stated at the time of offer and may include:

- Limited-time pricing
- Extended trial periods
- Discounted renewal rates

Promotional offers cannot be combined unless explicitly stated.

5.10 Changes to Subscription Terms We reserve the right to modify subscription pricing or terms with at least 30 days' advance notice. Changes will be communicated via:

- In-app notification
- Email (if provided)
- Update to these Terms

Your continued subscription after price changes constitutes acceptance. You may cancel before changes take effect to avoid new pricing.

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6. USER RIGHTS & DATA ACCESS

6.1 Your Rights You have the right to:

- Access the data we hold about you
- Request correction of inaccurate data
- Request deletion of your personal information
- Withdraw consent for data processing
- Export your data in a portable format
- Object to certain types of data processing
- Lodge complaints with data protection authorities

6.2 How to Exercise Your Rights To exercise any of these rights, contact us at: 📧 **Email:** smartify04@gmail.com

Please include:

- Your name and contact information
- Clear description of your request
- Any relevant details to help us locate your data

We will respond within 30 days of receiving your request.

6.3 Data Portability Upon request, we will provide your data in a commonly used, machine-readable format. Note: Since face photos are not stored, only analysis results (if saved locally) can be exported.

6.4 Account Deletion To delete all data associated with your use:

1. Uninstall the Application from your device
2. Contact smartify04@gmail.com to request deletion of any support correspondence

Since we do not maintain user accounts or server-stored data, uninstalling the App removes all local data.

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7. LIMITATION OF LIABILITY

7.1 Disclaimer of Damages TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE DEVELOPER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO:

- Loss of profits, data, use, or goodwill
- Service interruptions or unavailability
- Errors, bugs, or inaccuracies in content
- Unauthorized access to your device or data
- Reliance on analysis or recommendations provided
- Any other matter relating to the Application

7.2 Limitation of Liability IN NO EVENT SHALL THE DEVELOPER'S TOTAL LIABILITY EXCEED THE AMOUNT YOU PAID FOR THE APPLICATION IN THE SIX (6) MONTHS PRECEDING THE CLAIM (OR $50 USD, WHICHEVER IS GREATER).

7.3 No Liability for Third Parties We are not responsible for:

- Actions or omissions of third-party service providers
- Content or services accessed through external links
- Damages caused by your device, internet connection, or other technical issues
- Misuse of the Application by you or other users

7.4 Jurisdictional Limitations Some jurisdictions do not allow exclusion of certain warranties or limitations of liability. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

7.5 Indemnification You agree to indemnify, defend, and hold harmless the Developer from any claims, damages, losses, liabilities, and expenses (including legal fees) arising from:

- Your use or misuse of the Application
- Your violation of these Terms
- Your violation of any third-party rights
- Your uploading of inappropriate or illegal content

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8. CHANGES TO TERMS

8.1 Modification Rights We reserve the right to modify, update, or replace these Terms at any time at our sole discretion.

8.2 Notification of Changes Material changes will be communicated through:

- In-app notification upon opening the Application
- Update to the "Last Updated" date at the top of this document
- Email notification (if you have contacted support and provided an email)

8.3 Acceptance of Changes Your continued use of the Application after changes are posted constitutes your acceptance of the modified Terms.

If you do not agree to the changes, you must:

- Discontinue use of the Application immediately
- Uninstall the Application from your device
- Cancel any active subscriptions

8.4 Review Responsibility It is your responsibility to review these Terms periodically for changes. We recommend checking this document every few months.

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9. CONTACT INFORMATION

9.1 Developer Contact If you have any questions, concerns, or requests regarding:

- These Terms of Service
- Our Privacy Policy
- Face data collection and usage
- Your data rights
- Subscriptions or billing
- Technical support
- General inquiries

Please contact us at: 📧 **Email:** smartify04@gmail.com

9.2 Response Time We strive to respond to all inquiries within 2-5 business days. For urgent privacy or data deletion requests, we will respond within 48 hours.

9.3 Mailing Address (If required by your jurisdiction, add your physical mailing address here)

9.4 Apple App Store Contact For issues related to:

- App downloads or installation
- Payment and billing through Apple
- Refund requests
- App Store policies

Please contact Apple Support: https://support.apple.com/apps

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10. GOVERNING LAW & DISPUTE RESOLUTION

10.1 Governing Law These Terms shall be governed by and construed in accordance with the laws of [Your Country/State], without regard to its conflict of law provisions.

10.2 Dispute Resolution In the event of any dispute arising from these Terms or your use of the Application:

1. **Informal Resolution:** Contact us at smartify04@gmail.com to attempt resolution
2. **Mediation:** If informal resolution fails, parties agree to attempt mediation
3. **Arbitration/Litigation:** As permitted by applicable law in your jurisdiction

10.3 Jurisdiction You agree to submit to the personal jurisdiction of the courts located in [Your Jurisdiction] for the purpose of litigating any disputes.

10.4 Class Action Waiver TO THE EXTENT PERMITTED BY LAW, YOU AGREE TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS OR CLASS-WIDE ARBITRATION.

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11. MISCELLANEOUS

11.1 Entire Agreement These Terms, together with the Privacy Policy, constitute the entire agreement between you and the Developer regarding the Application.

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

11.3 No Waiver Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

11.4 Assignment You may not assign or transfer these Terms or your rights under them without our prior written consent. We may assign our rights and obligations under these Terms without restriction.

11.5 Language These Terms are provided in English. Any translated versions are provided for convenience only. In case of conflicts, the English version prevails.

11.6 Apple Requirements This Application is provided through the Apple App Store. You acknowledge and agree that:

- Apple is not responsible for the Application or its content
- Apple has no obligation to provide maintenance or support
- Apple is not responsible for any product warranties
- Apple is not liable for any claims related to the Application
- Apple is a third-party beneficiary of these Terms and may enforce them

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ACKNOWLEDGMENT

BY USING LOOKSMAXXING AI: BETTER YOU, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE, END USER LICENSE AGREEMENT, PRIVACY POLICY, AND ALL OTHER POLICIES REFERENCED HEREIN.

IF YOU DO NOT AGREE, DO NOT USE THE APPLICATION.

IMPORTANT PRIVACY SUMMARY

✅ **Face Photos:** Processed temporarily, deleted immediately
✅ **No Storage:** Zero retention on servers
✅ **No Sharing:** Never sold or shared with third parties
✅ **No Tracking:** Not used for identification or advertising
✅ **Your Control:** Delete analysis results anytime
✅ **Secure:** Encrypted transmission, isolated processing

For full details, see Section 3: "AI Face Data Collection & Usage Disclosure"

Questions? Contact us:
📧 smartify04@gmail.com

Thank you for using Looksmaxxing AI: Better You!

END OF TERMS