

"TrueHeight" Privacy Policy

****Last Updated: August 11, 2024****

Welcome to "TrueHeight", TrueHeight app! This Privacy Policy explains how Funtika LTD (referred to as ""TrueHeight", "we," "us," or "our") collects, uses, and protects your personal information when you use our mobile application and related services (collectively, the "Services").

1. Acceptance of Terms

By downloading, accessing, or using our Services, you expressly consent to the collection, use, disclosure, and storage of your information as described in this Privacy Policy. If you do not agree with these terms, please do not use our Services.

2. Information We Collect

2.1 Personal Information You Provide

- Selfies and body images
- Biometric data related to your nails
- Account information (if you create an account)

2.2 Information Automatically Collected

- Device information (e.g., device type, operating system)
- Usage data (e.g., features used, time spent in the app)
- Log data (e.g., IP address, app version)

2.3 Data Minimization and Necessity

We collect information that is necessary for the functionality and improvement of our Services. You acknowledge that without certain data, we may be unable to provide some or all of our Services.

3. Use of Your Information

We use your information for purposes including but not limited to:

- Providing and improving our nail analysis and recommendation services
- Personalizing your experience within the app
- Developing new features and services
- Ensuring the security and proper functioning of our app
- Complying with legal obligations
- Protecting our rights and interests

4. Consent and Data Processing

4.1 Consent for Data Collection and Use

By using our Services, you grant us an irrevocable, perpetual, non-exclusive, transferable, royalty-free, worldwide license to use, store, process, and transfer all information and data you provide or we collect through your use of the Services.

4.2 Biometric Data Consent

You expressly consent to our collection, use, and processing of biometric data for the purposes outlined in this policy. This consent remains valid until you delete your account or expressly withdraw consent by contacting us.

5. Data Retention and Deletion

We retain your information for as long as necessary to provide our Services and fulfill the purposes outlined in this policy. Even after you delete your account, we may retain certain information as required by law or for legitimate business purposes.

6. Sharing Your Information

6.1 Service Providers and Business Partners

We may share your information with third-party service providers and business partners who assist us in delivering and improving our Services. These entities are bound by confidentiality obligations and are restricted from using the information for any other purpose.

6.2 Legal Compliance and Protection of Rights

We may disclose your information if required by law or if we believe in good faith that such action is necessary to:

- (a) comply with legal obligations;
- (b) protect and defend our rights or property;
- (c) prevent or investigate possible wrongdoing in connection with the Services;
- (d) protect the personal safety of users of the Services or the public;
- (e) protect against legal liability.

7. Your Privacy Rights

While we respect user privacy, the extent of individual rights may vary based on applicable laws. Exercise of these rights is subject to verification of your identity and may be limited by legitimate business or legal requirements.

8. Data Security

We implement reasonable security measures to protect your information. However, no system is completely secure, and we cannot guarantee the absolute security of your data. You acknowledge and accept this risk when using our Services.

9. Third-Party Links and Services

Our Services may contain links to third-party websites or services. We are not responsible for the practices employed by these third parties. Your use of such services is at your own risk.

10. Children's Privacy

Our Services are not intended for children under 13. We do not knowingly collect information from children under 13. If we learn that we have collected personal information from a child under 13, we will take steps to delete such information.

11. Changes to This Privacy Policy

We may update this Privacy Policy at any time and at our sole discretion. Any changes are effective immediately upon posting to the Services. Your continued use of the Services after any changes constitutes acceptance of those changes.

12. Limitation of Liability

To the fullest extent permitted by applicable law, "TrueHeight" and its affiliates, officers, employees, agents, partners, and licensors shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the Services; (b) any conduct or content of any third party on the Services; (c) any content obtained from the Services; and (d) unauthorized access, use, or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not we have been informed of the possibility of such damage.

13. Indemnification

You agree to defend, indemnify, and hold harmless "TrueHeight" and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Services; (ii) your violation of any term of this Privacy Policy; (iii) your violation of any third-party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your use of the Services caused damage to a third party.

14. Governing Law and Dispute Resolution

This Privacy Policy shall be governed by and construed in accordance with the laws of Israel (TLV court), without regard to its conflict of law provisions. Any dispute arising from or relating to the subject matter of this Privacy Policy shall be finally settled by arbitration in Tel-Aviv, Israel, using the Hebrew language in accordance with the Arbitration Rules and Procedures of JAMS then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes.

#15. Our application does not use Google Workspace data to develop, improve, or train generalized or non-personalized artificial intelligence (AI) or machine learning (ML) models.

16. Contact Us

If you have any questions about this Privacy Policy, please contact us at:

Funtika LTD
Bareket 9
Shoham

Israel

Email: techxplay4me@gmail.com

By using "TrueHeight", you agree to the terms of this Privacy Policy. If you do not agree with this policy, please do not use our Services.