

Terms of Service

Last updated: January 22, 2026

These Terms of Service (the “Terms”) govern your access to and use of the **NutriPlan** mobile application (the “App”) operated by **Artsiom Shuneika** (the “Developer”, “we”, “us”, or “our”).

By downloading, accessing, or using the App, you agree to be bound by these Terms. If you do not agree, do not use the App.

1. Eligibility

You must be at least **16 years old** to use the App. By using the App, you represent and warrant that you meet this requirement.

2. Description of the Service; Informational Use Only

The App provides meal planning, food tracking, and calorie estimation tools for **informational and educational purposes only**.

The App does **not** provide medical, nutritional, dietary, fitness, or healthcare advice, and is not intended to substitute professional advice from a physician, dietitian, nutritionist, or other qualified healthcare provider.

You acknowledge that: - information provided by the App may be inaccurate, incomplete, misleading, or outdated; - the App may not be appropriate for your specific circumstances; - any actions you take based on the App’s content or outputs are taken entirely at your own risk; and - you are solely responsible for your decisions, including food choices, ingredients, allergens, and food safety.

3. No Medical or Health Advice; Assumption of Risk

The App is **not a medical device** and is not regulated as such.

We make no representations or guarantees that the App will improve health, prevent illness, or achieve any specific results. Always consult a qualified professional before making changes to your diet, exercise, or lifestyle.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU ASSUME ALL RISKS ARISING FROM OR RELATED TO YOUR USE OF THE APP, INCLUDING ANY HEALTH-RELATED OUTCOMES, ALLERGIC REACTIONS, OR FOOD-RELATED INCIDENTS.

4. Subscriptions and Payments

Certain features of the App require a paid subscription (“Subscription”). Subscriptions are offered as **auto-renewable In-App Purchases** processed through Apple.

Subscription options may include: - Weekly, monthly, or annual plans - A free trial period (duration shown at the time of purchase, if offered)

Auto-renewal: Your Subscription will automatically renew at the same price and duration unless you cancel at least **24 hours before** the end of the current billing period. Your Apple ID account will be charged for renewal within 24 hours prior to the end of the current period.

Free trial: If a free trial is offered, any unused portion of the free trial period will be forfeited upon purchasing a Subscription.

Cancellation: You may cancel your Subscription at any time via your Apple ID account settings: **Settings** → **[Your Name]** → **Subscriptions**. Cancellation takes effect at the end of the current billing period; you will retain access to premium features until that date.

Price changes: We reserve the right to change Subscription prices. You will be notified in advance of any price changes in accordance with Apple’s policies.

Refunds: All refund requests are handled exclusively by Apple in accordance with their applicable policies. We do not process refunds directly. To request a refund, visit reportaproblem.apple.com.

We do not store or process your payment information.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL LIABILITY FOR BILLING ERRORS, INTERRUPTIONS, PAYMENT PROCESSING FAILURES, CHARGEBACKS, OR PAYMENT DISPUTES.

5. Acceptable Use

You agree not to: - use the App for any unlawful purpose; - use the App in a manner that could cause harm to yourself or others; - attempt to interfere with or compromise the App’s operation, security, or integrity; - attempt unauthorized access to any systems or networks connected to the App; - reverse engineer, decompile, disassemble, or otherwise attempt to derive source code from the App, except solely to the limited extent expressly permitted by applicable law and only after providing prior written notice to the Developer; - modify, copy,

distribute, sell, rent, lease, sublicense, or create derivative works of the App except as expressly permitted by these Terms.

6. Accounts; Device Responsibility

The App may function without creating a traditional account. Regardless of configuration, you are responsible for: - maintaining the confidentiality and security of your device and access credentials; - all activity occurring through your device while using the App; and - ensuring that information you enter is accurate to the extent needed for your intended use.

7. Third-Party Services and Links

The App may rely on or integrate third-party services, platforms, SDKs, or APIs (for example **RevenueCat**, **PostHog**, and **AppsFlyer**). We do not control third-party services and are not responsible for their availability, accuracy, content, security practices, or performance.

YOUR USE OF THIRD-PARTY SERVICES IS AT YOUR OWN RISK AND MAY BE SUBJECT TO THEIR TERMS AND PRIVACY POLICIES. You agree to comply with all applicable third-party terms when using the App.

8. Privacy

Our processing of information is described in our Privacy Policy. By using the App, you acknowledge that you have read and understood the Privacy Policy.

9. Intellectual Property; License

The App, including all content, design, text, graphics, logos, and software, is owned by or licensed to the Developer and is protected by intellectual property laws.

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable license to download and use the App for your own personal, non-commercial purposes on Apple-branded products that you own or control, as permitted by the Usage Rules (defined below).

We reserve all rights not expressly granted.

10. AI-Generated Outputs; No Reliance

The App may use AI-assisted logic to generate meal suggestions or other outputs. You acknowledge that AI outputs may be incorrect, incomplete, or inappropriate.

You are solely responsible for verifying any information before relying on it, including checking ingredients, allergens, and food safety.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL LIABILITY FOR ANY ACTIONS OR OUTCOMES RESULTING FROM YOUR RELIANCE ON AI OUTPUTS.

11. Apple-Specific Terms (Acknowledgement; Usage Rules; Third-Party Beneficiary)

11.1 Acknowledgement

These Terms are concluded between you and the Developer only, and not with Apple Inc. or its subsidiaries (“Apple”). The Developer, not Apple, is solely responsible for the App and its content.

11.2 Usage Rules

You acknowledge that your use of the App must comply with the “Usage Rules” set forth in Apple’s Apple Media Services Terms and Conditions (as applicable). In the event of any conflict between the Usage Rules and other terms of these Terms, the Usage Rules shall govern with respect to Apple’s requirements.

11.3 Third-Party Beneficiary

You acknowledge and agree that Apple and Apple’s subsidiaries are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary.

11.4 Maintenance and Support

The Developer (and not Apple) is solely responsible for providing any maintenance and support services with respect to the App, if any. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

11.5 Warranty; Refund

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” AND ANY WARRANTIES ARE DISCLAIMED AS SET FORTH IN THESE TERMS.

To the extent any warranty cannot be effectively disclaimed under applicable law, in the event of any failure of the App to conform to any applicable warranty, you may notify Apple and Apple will refund the purchase price for the App (if any). To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the Developer’s sole responsibility (subject to the limitations in these Terms).

11.6 Product Claims

You acknowledge that the Developer, not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: - product liability claims; - any claim that the App fails to conform to any applicable legal or regulatory requirement; and - claims arising under consumer protection, privacy, or similar legislation.

11.7 Intellectual Property Infringement Claims

You acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party’s intellectual property rights, the Developer (and not Apple) will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

11.8 Legal Compliance

You represent and warrant that: - you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and - you are not listed on any U.S. Government list of prohibited or restricted parties.

You agree that you will comply with all applicable laws, rules, and regulations in your use of the App, including applicable export control laws and regulations.

12. Disclaimer of Warranties

THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES

OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OR ACCURACY.

WE DO NOT WARRANT THAT THE APP WILL BE ERROR-FREE, UNINTERRUPTED, SECURE, OR RELIABLE, OR THAT DEFECTS WILL BE CORRECTED. We do not warrant that any content or output will be accurate, complete, or suitable for your purposes.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: - ARTSIOM SHUNEIKA SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES; - this includes, without limitation, damages for personal injury, health issues, allergic reactions, food-related incidents, data loss, lost profits, loss of goodwill, business interruption, or any other losses arising from or related to the use of the App.

In all cases, the total liability of the Developer shall not exceed the amount you paid for the App (if any) during the previous 12 months, or **zero (0)** if the App was used for free.

You acknowledge that this limitation of liability is a fundamental basis of the agreement between you and the Developer.

14. Indemnification

You agree to defend, indemnify, and hold harmless Artsiom Shuneika from and against any claims, demands, actions, damages, losses, liabilities, costs, and expenses (including legal fees) arising out of or related to: - your use or misuse of the App; - your violation of these Terms; - your violation of any applicable law or regulation; - your reliance on any content or outputs generated or displayed by the App; and - any claim that your actions caused harm to yourself or to any third party.

15. Termination

We reserve the right to suspend or terminate your access to the App at any time, with or without notice, for any reason, including violation of these Terms. Upon termination, the license granted to you ends immediately and you must stop using the App.

16. Changes to These Terms

We may update these Terms at any time. Continued use of the App after changes constitutes acceptance of the revised Terms. If you do not agree to the changes, you must stop using the App.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Belarus, without regard to conflict of law principles.

18. Severability; No Waiver

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect. Our failure to enforce any right or provision shall not constitute a waiver.

19. Contact Information

If you have any questions about these Terms, you may contact:

Artsiom Shuneika

Email: **contact@catsapps.studio**