

# TERMS OF USE

SayEat · Last updated: 26 April 2026

<b>Application</b>	SayEat
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These Terms of Use describe the rules for using the SayEat mobile application, the rights and obligations of users, and the limitations of liability of the service owners and operators.

By using the SayEat application, you confirm that you have read these Terms, understand their content, and agree to comply with them.

## **Contents**

1. Introduction
2. Service Description
3. No Medical Advice
4. Age Restrictions
5. User Account
6. Subscriptions and Payments
7. Free and Premium Features
8. Voice Input and AI Features
9. Third-Party Service Data
10. Acceptable Use
11. Intellectual Property
12. Service Availability
13. Limitation of Liability
14. Termination of Use
15. Changes to the Terms
16. Privacy Policy
17. Contacts

## 1. Introduction

These Terms of Use apply to the SayEat mobile application, its features, content, subscriptions, services, and any related functionality.

By using the Application, creating an account, purchasing a subscription, or interacting with SayEat features, you agree to these Terms.

If you do not agree to these Terms, please stop using the Application.

## 2. Service Description

SayEat is an application for tracking nutrition, activity, and user progress.

The Application may allow users to:

- keep a food diary;
- calculate calories, proteins, fats, and carbohydrates;
- use voice input to add foods and meals;
- receive an approximate nutrition analysis;
- track activity through Apple Health;
- view statistics and progress dynamics;
- use free and paid features of the Application.

SayEat provides informational and supporting tools for self-tracking nutrition and activity. The Application is not a medical, dietary, or diagnostic service.

## 3. No Medical Advice

SayEat does not provide medical, dietary, diagnostic, or treatment recommendations.

Any information displayed in the Application, including data on calories, macros, activity, goals, progress, and statistics, is provided for informational purposes only.

The Application does not replace consultation with a doctor, dietitian, nutritionist, trainer, or other qualified professional.

Users make their own decisions regarding nutrition, physical activity, weight changes, diets, or lifestyle. Before changing your diet, physical activity level, or other habits that may affect your health, you are advised to consult a qualified professional.

## 4. Age Restrictions

The Application is intended for users over 16 years old.

By using the Application, the user confirms that they are at least 16 years old. If the user is younger than this age, they must not use the Application without consent from a parent or legal guardian.

We do not knowingly collect personal data from persons under 16 years old. If we become aware that such data has been provided without the required consent, we may delete the

relevant information and restrict access to the Application.

## 5. User Account

Creating an account may be required to use certain features of the Application.

The user is responsible for:

- the accuracy of the data provided;
- keeping login credentials secure;
- the security of their account;
- all actions performed through their account.

The user agrees not to share access to the account with third parties and to notify us promptly if they suspect unauthorized access.

We may restrict or suspend access to an account if we detect a violation of these Terms, misuse of Application features, or actions that may harm the operation of the service.

## 6. Subscriptions and Payments

Some SayEat features may be available on a paid basis through a subscription or one-time purchase.

Payments are processed through Apple App Store or Google Play, depending on the user's device.

The terms of payment, automatic renewal, subscription cancellation, and refunds are governed by the rules of the relevant platform.

A subscription may renew automatically unless the user cancels it in advance in their Apple or Google account settings.

SayEat does not directly manage the user's payment data and does not process bank cards itself. All payments are processed through the relevant platform.

We may offer a free trial period for certain subscription plans. Unless canceled before the end of the trial period, the subscription will automatically convert into a paid subscription and the applicable fee will be charged. The duration of the trial and pricing details are presented to the user at the time of purchase.

## 7. Free and Premium Features

The Application may include free and paid features.

The free version may include:

- basic food diary functionality;
- limited voice input;
- basic calorie and macro calculation;
- limited access to statistics.

The Premium version may include:

- extended or unlimited voice input;
- advanced analytics;
- additional tracking features;
- improved statistics;
- other features specified in the Application.

The scope of free and Premium features may change over time. We may add, modify, limit, or remove certain features if necessary for the development of the Application, technical support, or changes to the business model.

## **8. Voice Input and AI Features**

SayEat may use speech recognition, automated text analysis, AI processing, and other technologies to simplify adding foods, meals, and food entries.

The Application may also provide functionality for recognizing food from images. Such recognition may automatically determine product names, portion sizes, and nutritional values.

Such features may contain errors, inaccuracies, or incomplete results. For example, the Application may incorrectly recognize a food name, quantity, weight, image content, meal composition, cooking method, calories, or nutritional values.

The user is responsible for independently checking and, if necessary, editing results generated through voice input or AI features.

SayEat does not guarantee the absolute accuracy of automatically generated data and is not responsible for user decisions made based on such data.

## **9. Third-Party Service Data**

The Application may receive data from third-party services, including Apple Health, if the user has granted the relevant permission.

Such data may include information about activity, steps, workouts, energy expenditure, and other metrics available through the third-party service.

SayEat does not control the accuracy, completeness, stability, or availability of data received from third-party services.

The user understands that data from Apple Health or other connected sources may be approximate, incomplete, or temporarily unavailable.

## **10. Acceptable Use**

The user agrees to use the Application only in a lawful manner and in accordance with these Terms.

It is prohibited to:

- use the Application for unlawful purposes;

- attempt to gain unauthorized access to systems, data, or other users' accounts;
- hack, bypass, modify, or disrupt the operation of the Application;
- misuse voice, AI, or other features;
- copy, distribute, resell, or modify the Application without permission;
- use automated scripts, bots, or other means to overload the service;
- infringe the intellectual property rights of the Application owners or third parties.

We reserve the right to restrict a user's access to the Application if these rules are violated.

## 11. Intellectual Property

All rights to the Application, its design, interfaces, software code, structure, texts, visual materials, operating logic, databases, names, brand elements, and other materials belong to the owners / operators of the Application or their licensors, unless otherwise stated separately.

The user receives a limited, personal, non-transferable, and revocable right to use the Application solely for personal purposes in accordance with these Terms.

Use of the Application does not transfer to the user any ownership rights to the Application, its elements, or related materials.

It is prohibited to copy, modify, reproduce, distribute, sell, rent, decompile, analyze source code, or create derivative products based on the Application without the prior written permission of the owners / operators.

## 12. Service Availability

The Application is provided on an "as is" and "as available" basis.

We strive to ensure stable operation of SayEat, but we do not guarantee that the Application will always operate without errors, interruptions, delays, or technical failures.

Access to the Application may be temporarily limited due to maintenance, updates, failures, actions of third-party services, or circumstances beyond our control.

We may change, update, suspend, or discontinue certain features of the Application without prior notice if necessary for the development or support of the service.

## 13. Limitation of Liability

To the extent permitted by applicable law, the owners / operators of SayEat are not liable for:

- errors, inaccuracies, or incompleteness of data about foods, calories, macros, activity, or progress;
- user decisions made based on information from the Application;
- consequences of changes to diet, physical activity, or lifestyle;
- data loss, failures, temporary unavailability, or technical errors;

- actions of third-party services, including Apple Health, Apple App Store, Google Play, and other platforms;
- inability to use the Application due to reasons beyond our control.

The user understands that any calculations and recommendations inside the Application are approximate and should not be considered professional medical or dietary advice.

## 14. Termination of Use

The user may stop using the Application at any time by deleting the Application from their device and, if necessary, cancelling an active subscription through Apple App Store or Google Play.

We may restrict, suspend, or terminate the user's access to the Application if the user violates these Terms, misuses the service features, or performs actions that may harm the Application, other users, or the owners / operators.

Termination of use of the Application does not release the user from obligations that arose before the moment of termination.

## 15. Changes to the Terms

We may update these Terms of Use from time to time.

The current version of the Terms is always available in the Application or at another address specified by us.

If the changes are material, we may notify the user through the Application or by another available method.

Continued use of the Application after the Terms are updated means that the user agrees to the new version.

## 16. Privacy Policy

Use of the Application is also governed by the SayEat Privacy Policy.

The Privacy Policy describes what data we collect, how we use, store, protect, and transfer it, and what rights the user has regarding their data.

Before using the Application, the user should review the Privacy Policy.

## 17. Contacts

For questions related to these Terms of Use, the operation of the Application, or user rights, you can contact us by email:

Email: [support@sayeat.app](mailto:support@sayeat.app)

Operator / owners of the Application:

Individual Entrepreneur Tarasenko Mykyta Romanovych

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