KETO DIET APP | TERMS OF USE

Last updated: May 31, 2024

WELCOME TO THE KETO DIET APP,

we are excited to welcome you as a user of our app.

In order to give you a great user experience, we have to lay out certain rules to govern our relationship with you. Therefore, we have drafted these Terms of Use (which we will simply call “Terms”) .

These Terms are set out by Drama Labs GmbH (hereinafter “Diet“, “we”, “us”, “the application”, “the app”), Augustenstr. 68a, 80333 Munich, Germany (Managing Directors: Marius Pollin, Jens Bosse Parra, Julia Klinger).

Please read these Terms carefully, as by accessing or using the Keto Diet mobile application, the website, or any service made available by us (which we will simply call the "Service"), however accessed, you agree to be bound by these Terms. If you do not agree to be bound by all of these Terms, do not access or use the Service.

1. GENERAL

- **Who can use the Service:** You must be at least 13 years old to use the Service.
- **Data Charges:** You agree that you are responsible for all data or mobile charges you may incur through use of our Service. If you are not sure about the level of these charges, please ask your provider before using the service.
- **Refusing Access:** We may, in our sole discretion and without prior notice, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. We especially reserve the right to suspend or terminate your account and to refuse any current or future use of all or parts of the Service to you, if we reasonably consider that you are violating these Terms, providing inaccurate, untrue or incomplete information or otherwise create risk or other legal exposure for the Service.
- **Third Parties:** We may in some cases use third parties to assist us in operating our Service and conduct processing of information. You can find more details about the third party services we use in our **Privacy Policy** .
- **Data Collection, Use and Processing:** We do not collect any personal data from you, but certain anonymized data, such as usage statistics. We follow GDPR rules in this regard and present detailed information about data collection, use and processing in our **Privacy Policy .**
- These Terms are not intended to give rights to anyone except you and us.

2. YOUR ACCOUNT

When using the app an anonymous account will be created for you automatically. You will be identified by storing the device ID of your mobile phone.

- You acknowledge that the Service is not responsible for third party access to your account, e.g. through using your phone.
- You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

3. YOUR HEALTH

The use of the Diet app is at your own risk. You are responsible for verifying that the nutrients and foods recommended on recipes or meal inspirations or any other form of content do not contain any ingredients or contents to which you are allergic or which may cause food intolerance.

3.1 No substitute for medical advice

The information offered by the Service does not constitute medical advice or a doctor's advice, nor is it a substitute for a medical examination or treatment by a doctor. Use of recommendations is at your own choice and risk.

3.2 Dietary knowledge and methods

Nutritional and health advice is subject to constantly evolving knowledge in relation to science in this field. Although we base our content and advice on current knowledge and studies, we do not guarantee that these reflect the most up to date research findings or knowledge.

3.3 Consult your doctor, if in doubt

If you have any doubts about your health, especially if you have known medical issues, are pregnant or breast-feeding, please consult your doctor before starting your diet.

3.4 Nutritional values

We source the nutritional values given in the app with great care, predominantly using the values provided by the Public Health Department of the UK Government and the USDA National Nutrient Database as a basis. Specifically, we use the following USDA datasets:

- Foundation
- Survey (FNDDS)
- SR Legacy

However, nutritional values may vary, especially across different brands of a product in different countries. Thus, please regard the values as a guideline and make sure to carefully read the labels of the products you are using. For more detailed information, you can visit the following resources:
USDA FoodData Central: **https://fdc.nal.usda.gov**
Public Health England's Composition of Foods Integrated Dataset (CoFID): **https://www.gov.uk/government/publications/composition-of-foods-integrated-dataset-cofid**

3.5 Keto Chat Assistant Disclaimer

For users utilizing our Keto Chat Assistant for guidance on the ketogenic diet and personalized recipes: This feature leverages AI technology to provide tailored advice and recipe suggestions. Despite our commitment to accuracy, the advice generated by the Keto Chat Assistant may not account for all individual health conditions, dietary restrictions, or nutritional needs. AI-generated responses are designed to supplement, not replace, professional dietary advice. We strongly advise consulting a healthcare professional or dietitian before making any significant dietary changes based on the recommendations received. By engaging with the Keto Chat Assistant, users acknowledge its limitations and agree not to hold the Service or its developers liable for any discrepancies or health issues that may result.

4. IN-APP PURCHASES

The services in the Diet app may be both free of charge or incurring a fee. If you use it free of charge you may not have access to certain functions or content. If you enable the respective content modules as part of a subscription, you may access these additional modules.

Please note that the foods or contents suggested are not part of our Service and need to be purchased separately at your own cost.

4.1 Prices
Prices for premium services may vary. The currently valid price will be indicated at the point and time of purchase.

4.2 Contract
If you would like to purchase a one-off additional service or a subscription via our mobile app as part of an in-app purchase, the contract is formed when you click on the field "Buy now", “Start your trial” or a similar field, as part of an in-app purchase and, where necessary, enter your password for the app store.

We will not ask you for any further billing or payment details because you will purchase the service via your account with your App Store Provider Apple. Please contact Apple if you would like to correct any input errors.

4.3 Billing
If you purchase premium services for a fee via in-app purchases, you will be billed by Apple. Please consult Apple to find out what payment methods are available.

You acknowledge and agree that all billing and transaction processes are handled by the App Store Provider from whose platform you downloaded the app (Apple) and are governed by Apple’s terms and conditions. If you have any payment related issues with the in-app purchases, you need to contact the App Store Provider directly.

4.4 Validity and payment of one-off additional services
One-off additional services may be offered for a fixed term. They will then end automatically at the end of the term without needing to be cancelled. Fees are collected at the time when the contract is concluded.

4.5 Validity and payment of subscriptions
Subscriptions are offered with varying minimum terms of validity and are automatically renewed for the same minimum term that has been selected until you or the Service cancel them. Please note that the term of a subscription is determined by calendar and is independent from your use or extent of your use of the respective Service.
For subscription services the fee is collected for the relevant minimum term at the time when the contract is concluded. If the subscription is renewed automatically, the fee is collected 24 hours before the start of the respective billing period.

4.6 Problems with in-app purchases
If any in-app purchase is not successfully downloaded or associated content cannot be accessed, we will, after becoming aware of the fault or being notified of the fault by you, investigate the reason for the fault. We will act reasonably in deciding whether to provide you with a replacement in-app purchase or issue you with a patch to repair the fault. In the unlikely event that we are unable to replace or repair the relevant in-app purchase or are unable to do so within a reasonable period of time and whiteout significant inconvenience to you, we will ensure that you receive a refund up to the cost of the relevant in-app purchase through Apple. Alternatively, if you wish to request a refund, you may do so by contacting Apple directly.

4.7 Cancellation and changes
Apple’s terms and conditions contain information about how you may be able to cancel and/or manage In-App Purchases.

5. SAFETY

It is highly important to us to maintain a safe Service for all of our members. Therefore, you agree to the following:

- You must not use the application for any illegal or unauthorized purpose or any purpose that is prohibited in these Terms.
- You must not interfere or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- You must not use any robot, spider, crawler, or other automated means to access the Service or extract other members' information.
- You may not access our Service through unauthorized third-party applications or clients.

6. RISK

You agree that the Service is not responsible or liable for the conduct of any member and will not guarantee or verify the accuracy of information provided to you by other members of the Service. You are solely responsible for taking all appropriate safety precautions for interactions with other members of the Service, whether online or offline.

7. TERRITORIAL RESTRICTIONS

We reserve the right to limit the availability of the Service or any portion of the Service, to any person, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service or other feature that the Service provides.

8. INDEMNITY

You agree, to the extent permitted under applicable law, to indemnify the Service, our directors, officers, employees, and affiliates for all kinds of claims, damages, losses or demands which can arise from registration and/or participation in the Service, insofar the damages do not result form intent or negligence on the part of the Service due to, arising out of, or relating in any way to: (i) your access to or use of the Services (ii) insult and damage to personal rights and (iii) your breach of these Terms.

9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

9.1 Liability for services provided free of charge

We will provide our Service to you with reasonable skill and care. However, we and anybody associated with us, do not make any warranties or representations (neither express nor implied) with respect to our Service, specifically:

- We do not warrant that our Service will be available in a fully operating condition and without interruptions. All content and features within our app are provided on an "as is" and "as available" basis. The decisions or actions you take on the basis of the information we provided are at your sole discretion and risk.
- We shall no be liable for failure or delay that is beyond our reasonable control.
- We shall not be liable for the cost of procurement or substitute products or services.
- We shall not be liable for interruption of use or loss or corruption of data.

9.2 Liability for services provided for a fee

In the case of services provided for a fee we have, regardless of the legal basis, unlimited liability in principle for damage due to wilful conduct or gross negligence or the absence of a guaranteed feature.
If we breach a material contractual obligation as a result of slight negligence, our liability is limited to reasonable, foreseeable damage. A material contractual obligation is any obligation that is necessary to fulfil the purpose of the contract, and on the fulfilment of which you as the consumer can rely or ought to be able to rely.
Our liability in the event of any injury to life, limb or health that is our fault remains unaffected by the above-mentioned limitations. Otherwise, our liability is excluded.

In jurisdictions that do not allow exclusion or limitation of certain damages, the exclusions and limitations in this section may not apply.

10. PRIVACY

Your privacy is highly important to us. The details of how we handle your information when you use the application, in compliance with GDPR regulations, are laid out in our Privacy Policy. By using our Service, you agree to the **Privacy Policy**, thus please read it carefully.

11. CHANGES TO THESE TERMS

We reserve the right to update or change these Terms occasionally. All such changes will take effect once a revised version has been uploaded **here**, therefore made available to you via our website or mobile app. In some cases we may give you additional notice, e.g. via in-app notification. By continuing to use the application you will be deemed to have accepted any such changes.

12. FINAL PROVISIONS

- **Applicable Law:** These Terms and all disputes that may arise in connection with these Terms, including the validity thereof, or with the use of the Service shall be governed by German law subject only to the conflict of law-provisions of the UN Conventions on Contracts for the International Sale of Goods (CISG).
- **Language of the contract:** The language of the contract is English.
- **Breach of Terms:** If you breach theses Terms and we do not take action against you, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms.
- **Acquisition of the company:** The Service can be acquired for a part or in whole by another company without (written) notice.
- **Severability:** Should any individual provision of these Terms be unenforceable or become invalid in whole or in part, this will not affect the validity and enforceability of any remaining provisions.

13. HOW TO CONTACT US

If you do have any questions or comments about these Terms, feel free to contact us by email: **service<at>mydrama.de**

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