



CalorieScan

# Terms of Use

Effective Date: 27 May 2026

**CalorieScan is not a medical application. The calorie and nutrition information provided is generated by AI and is for general informational purposes only. It does not constitute medical or dietary advice. Consult a qualified doctor or registered health professional before making any health-related decisions.**

## 1. Acceptance of Terms

By downloading, installing, or using CalorieScan, you agree to be bound by these Terms of Use. If you do not agree to these terms, do not use the App. These terms constitute a legally binding agreement between you and Banura Jayawardhane, the developer of CalorieScan.

## 2. Description of Service

CalorieScan is a mobile application that uses artificial intelligence to estimate the nutritional content of food items from photographs or text descriptions. The App also provides tools for tracking daily calorie intake, weight progress, and body mass index (BMI). All nutritional estimates are generated by AI and are approximations only.

## 3. Not Medical Advice

THE APP AND ITS CONTENT ARE PROVIDED FOR GENERAL INFORMATIONAL AND EDUCATIONAL PURPOSES ONLY. CALORIESCAN IS NOT A MEDICAL DEVICE AND IS NOT INTENDED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY DISEASE OR HEALTH CONDITION.

You should always seek the advice of your physician, registered dietitian, or other qualified health professional with any questions regarding a medical condition or dietary programme. Never disregard professional medical advice because of something you have read or seen in the App.

## 4. Accuracy of AI-Generated Data

Nutritional information provided by CalorieScan is generated by Google Gemini AI and is an estimate based on visual or textual analysis. Actual nutritional values may vary significantly depending on portion size, preparation method, brand, and other factors. The Developer makes no warranty as to the accuracy, completeness, or reliability of any nutritional information provided.

## 5. User Responsibilities

By using the App, you agree to:

- Use the App for lawful purposes only
- Not rely solely on AI-generated nutritional data for medical decisions
- Consult a health professional before starting any diet or fitness programme
- Not attempt to reverse engineer, decompile, or modify the App
- Provide accurate information when setting up your profile

## 6. Subscriptions and In-App Purchases

CalorieScan offers optional Pro subscriptions and consumable token packs processed through the Apple App Store or Google Play Store. Subscriptions auto-renew unless cancelled at least 24 hours before the end of the current period. All purchases are final and non-refundable except as required by applicable law or App Store / Play Store policies.

## 7. Intellectual Property

All content within CalorieScan, including text, graphics, logos, icons, and software, is the property of the Developer and is protected by applicable intellectual property laws. You are granted a limited, non-exclusive, non-transferable licence to use the App for personal, non-commercial purposes.

## 8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE DEVELOPER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE APP, INCLUDING RELIANCE ON AI-GENERATED NUTRITIONAL INFORMATION.

## 9. Governing Law

These Terms shall be governed by and construed in accordance with the laws of New Zealand, without regard to its conflict of law provisions.

## 10. Changes to Terms

We reserve the right to modify these Terms at any time. Changes will be effective upon posting the updated Terms with a new Effective Date. Your continued use of the App after any changes constitutes your acceptance of the new Terms.

## 11. Contact

For questions about these Terms, contact us at: [contact@caloriescan.app](mailto:contact@caloriescan.app) or visit [banura.me/caloriescan/terms-of-use](https://banura.me/caloriescan/terms-of-use)