

Terms and Conditions for Eatio  
Last updated: May 24, 2025

These Terms and Conditions (“Terms”) govern your use of the Eatio mobile application (the “App”) operated by Fryderyk Niedzwiecki, a private individual, located at Drogowa 12A, 03-109 Warszawa, Poland (“we,” “us,” or “Eatio”). By downloading, installing or using the App, you agree to be bound by these Terms.

1. Definitions

- App – the Eatio mobile application, available on the Apple App Store.
  - User – any person who downloads, installs, or uses the App.
  - Account – the user’s registered profile within the App.
  - Free Plan – the basic, no-cost version of the App’s features.
  - Premium Plan (“pemium”) – the paid subscription available for purchase exclusively via the Apple App Store, unlocking additional features.
  - Content – any data, text, graphics, images, or other material you upload, submit, or create through the App.
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2. Acceptance of Terms

1. By using the App, you confirm that you have read, understood, and agree to these Terms.
  2. If you do not agree, you must not download, install, or use the App.
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3. Registration and Account Security

1. To access certain features, you may create an Account by providing a valid email address and choosing a password.
  2. You agree to:
    - Provide accurate, current, and complete information.
    - Maintain the security of your password and restrict access to your device.
    - Notify us immediately of any unauthorized use of your Account.
  3. We reserve the right to suspend or terminate Accounts that violate these Terms or are inactive for extended periods.
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4. Use of the App

1. Free Plan users may:
    - Track meals, macros, and water intake.
    - View basic reports and summaries.
  2. Premium Plan (“pemium”) subscribers may additionally:
    - Access advanced analytics and personalized recommendations.
    - Unlock custom meal plans and exportable reports.
  3. You agree not to:
    - Reverse engineer, decompile, or otherwise attempt to extract source code.
    - Use the App for unlawful purposes or in violation of applicable laws.
    - Interfere with or disrupt the App’s operation or security.
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5. Purchase and Subscription (“pemium”)

1. pemium is offered as a subscription purchased through Apple’s In-App Purchase system:
  - Subscription fees are set and collected by Apple; you agree to Apple’s terms and privacy policy for such purchases.

- Billing cycles, renewal, and cancellation are governed by your Apple ID settings.
  - 2. We do not process your payment directly; all payments go through the App Store.
  - 3. No refunds will be issued by Eatio; any refund requests must be made to Apple in accordance with Apple's refund policies.
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## 6. Intellectual Property

1. The App, its design, graphics, text, and software are owned or licensed by us and are protected by copyright, trademark, and other intellectual property laws.
  2. You may not reproduce, distribute, modify, create derivative works of, publicly display, or in any way exploit any part of the App without our prior written consent.
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## 7. Privacy and Data

Your use of the App is also governed by our Privacy Policy, available at [Eatio Privacy Policy](#), which explains how we collect, use, and share your personal data.

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## 8. Disclaimers and Limitation of Liability

1. The App is provided "as-is" and "as available," without warranties of any kind. We disclaim all express or implied warranties, including fitness for a particular purpose, accuracy, and non-infringement.
  2. To the maximum extent permitted by law, in no event will Eatio or its owner be liable for any indirect, incidental, special, or consequential damages arising out of or in any way connected with your use of the App.
  3. Your sole and exclusive remedy for dissatisfaction with the App is to stop using it.
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## 9. Indemnification

You agree to defend, indemnify, and hold harmless Eatio and its owner from any claims, liabilities, damages, losses, or expenses (including legal fees) arising out of your violation of these Terms or your use of the App.

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## 10. Modification of Terms

We may modify these Terms at any time. When changes are made, we will update the "Last updated" date at the top. Continued use of the App after such changes constitutes acceptance of the new Terms.

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## 11. Termination

1. You may terminate your Account at any time by deleting the App and discontinuing use.
  2. We may suspend or terminate your access to the App, without notice, for conduct that we believe violates these Terms or is harmful to other users, us, or third parties.
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## 12. Governing Law and Dispute Resolution

1. These Terms are governed by the laws of Poland, without regard to conflict of law principles.

2. Any disputes arising in connection with these Terms or the App shall be subject to the exclusive jurisdiction of the courts in Warsaw, Poland.

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### 13. Contact Information

If you have any questions or concerns about these Terms, please contact:

Fryderyk Niedźwiecki  
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