

## Privacy Policy

*Last updated: July 12, 2025*

This Privacy Policy describes our policies and procedures on the collection, use, and disclosure of your information when you use the Service and tells you about your privacy rights and how the law protects you.

We use your personal data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this Privacy Policy. This Privacy Policy has been created with the help of the Privacy Policy Generator.

## Interpretation and Definitions

### Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or plural.

### Definitions

For the purposes of this Privacy Policy:

- **Account** means a unique account created for you to access our Service or parts of our Service.
- **Affiliate** means an entity that controls, is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for election of directors or other managing authority.
- **Application** refers to Top Binz, the software program provided by the Company.
- **Company** (referred to as either "the Company", "We", "Us", or "Our" in this Agreement) refers to Top Binz.
- **Country** refers to: California, United States.
- **Device** means any device that can access the Service such as a computer, cellphone, or digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Application.

- **Service Provider** means any natural or legal person who processes the data on behalf of the Company.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself.
- **You** means the individual accessing or using the Service, or the company or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## Collecting and Using Your Personal Data

### Types of Data Collected

#### Personal Data

While using our Service, we may ask you to provide certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to:

- Email address
- First name and last name
- Usage Data
- Media Content: We do not store any of the images or videos selected by users in the application. Only metadata (such as point selections) is saved.

#### Usage Data

Usage Data is collected automatically when using the Service. It may include information such as your Device's IP address, browser type, browser version, pages visited, time spent on those pages, and unique device identifiers.

When you access the Service via a mobile device, we may collect certain information automatically, including but not limited to the type of mobile device, mobile device unique ID, IP address, mobile operating system, and mobile browser.

#### Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service.

- To manage your Account.
- For the performance of a contract.
- To contact you.
- To provide you with news, special offers, and general information about other goods, services, and events.
- To manage your requests.
- For business transfers.
- For other purposes, such as data analysis and identifying usage trends.

We may share your personal information in the following situations:

- With Service Providers.
- For business transfers.
- With Affiliates.
- With business partners.
- With other users when you share personal information or interact publicly.
- With your consent.

### **Retention of Your Personal Data**

The Company will retain your Personal Data only for as long as necessary for the purposes outlined in this Privacy Policy.

### **Transfer of Your Personal Data**

Your personal data may be transferred to computers located outside of your jurisdiction. By submitting your information, you consent to this transfer.

### **Delete Your Personal Data**

You have the right to delete or request the deletion of your Personal Data. You can manage your data through your Account settings or by contacting us.

## **Disclosure of Your Personal Data**

### **Business Transactions**

In the event of a merger, acquisition, or asset sale, your Personal Data may be transferred. We will notify you before your data is transferred to a new Privacy Policy.

### **Law Enforcement**

We may disclose your Personal Data if required by law or in response to valid requests by public authorities.

### **Other Legal Requirements**

We may disclose your Personal Data to comply with legal obligations, protect our rights, or prevent potential wrongdoing.

## **Security of Your Personal Data**

We use commercially acceptable means to protect your personal data but cannot guarantee its absolute security.

## **Children's Privacy**

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under 13. If you are a parent and aware that your child has provided us with Personal Data, please contact us.

## **Links to Other Websites**

Our Service may contain links to other websites not operated by us. We strongly advise you to review the Privacy Policy of every site you visit. We have no control over and assume no responsibility for the content or practices of third-party sites.

## **Changes to this Privacy Policy**

We may update our Privacy Policy from time to time. Any changes will be posted on this page. We will notify you via email or a notice on the Service.

## **Contact Us**

If you have any questions about this Privacy Policy, you can contact us by email:  
topbinzapp@gmail.com

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## Terms of Service

*Last updated: July 12, 2025*

These Terms of Service ("Terms") govern your access to and use of the Top Binz application and related services (collectively, the "Service"). By creating an account, downloading, or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

### 1. Definitions

- **"Service"** refers to the Top Binz application, mobile app, website, and any features, content, or functionalities offered under Top Binz.
- **"Company," "we," "us," and "our"** mean Top Binz.
- **"User," "you," and "your"** refer to the individual or entity accessing or using the Service.
- **"Account"** means the unique user account you create to access the Service.
- **"Content"** means any data, text, photos, images, graphics, audio, video, or other materials uploaded by Users.
- **"Point Selection Data"** means the metadata related to points you select within the app.
- **"Supabase"** means the third-party platform we use to store and manage Account and Point Selection Data.

### 2. Eligibility

You must be at least 13 years old to use the Service. By using the Service, you represent that you meet the eligibility requirements.

### 3. Account Registration

- **Account Creation:** You must register and create an Account using a valid email address.
- **Authentication:** You are responsible for maintaining the confidentiality of your account credentials.

- **Account Deletion:** You can delete your Account at any time, and your data will be removed from our systems.

## 4. License Grant

We grant you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the Service on your personal device.

## 5. User Obligations & Conduct

You agree not to:

- Violate any laws or third-party rights.
- Upload unlawful, harmful, defamatory, or objectionable Content.
- Reverse engineer or decompile the Service.
- Disrupt the performance of the Service.

## 6. User-Generated Content

- **Ownership:** You retain all rights to Content you submit.
- **Responsibility:** You are solely responsible for the Content you upload.

## 7. Intellectual Property

All rights in the Service, excluding User-Generated Content, are owned by the Company.

## 8. Third-Party Services

- **Supabase:** We use Supabase to store Account and Point Selection Data. Their terms and privacy policy apply to your data stored on their platform.
- **Other Integrations:** Any additional third-party integrations will be disclosed.

## 9. Privacy

Your use of the Service is subject to our Privacy Policy, which explains how we collect, use, and share your personal data.

## **10. Disclaimers**

The Service is provided "as is" and "as available." The Company disclaims all warranties, including fitness for a particular purpose.

## **11. Limitation of Liability**

The Company is not liable for any indirect, incidental, or consequential damages arising from your use of the Service. Our aggregate liability for direct damages is limited to \$500.

## **12. Indemnification**

You agree to indemnify the Company for any claims, damages, or expenses arising from your use of the Service.

## **13. Termination**

We may suspend or terminate your access to the Service if you violate these Terms.

## **14. Governing Law & Dispute Resolution**

These Terms are governed by the laws of the State of California. Any dispute will be resolved in California courts.

## **15. Changes to Terms**

We may modify these Terms at any time by posting revised Terms. We will notify you before the changes become effective.

## **16. Contact Us**

If you have any questions about these Terms, please contact us by email:  
[topbinzapp@gmail.com](mailto:topbinzapp@gmail.com)

Thank you for using Top Binz!