

Terms of Use

Effective Date: June 26, 2026

Developer: Denys Mylymko

App: Apexly: AI Calorie Tracker

Welcome to Apexly: AI Calorie Tracker ("App" or "Service"), developed and operated by Denys Mylymko ("we," "our," or "us"). By downloading or using the App, you agree to these Terms of Use ("Terms"). Please read them carefully.

If you do not agree with these Terms, please stop using the App immediately.

1. License to Use

We grant you a limited, non-exclusive, non-transferable, and non-sublicensable license to download and use the App on your personal device solely for personal, non-commercial purposes. All intellectual property rights in the App remain with Denys Mylymko.

You must not:

Copy, modify, distribute, or create derivative works based on the App.

Reverse engineer, decompile, or attempt to extract the source code of the App.

Use the App for commercial purposes, resale, leasing, or sublicensing.

Use automated tools, bots, or scripts to access, scrape, or interact with the App.

Violation of these restrictions will result in immediate termination of your license.

2. Health and Nutritional Disclaimer

Apexly is designed as a general wellness and calorie tracking tool. The App's AI-powered food recognition, calorie estimates, and nutritional data are provided for informational purposes only and are not a substitute for professional medical or dietary advice.

Important:

Calorie and nutritional values estimated by the AI may not be 100% accurate and can vary depending on portion size, preparation method, and food brand.

Do not rely solely on the App to manage medical conditions such as diabetes, eating disorders, or other health issues.

Always consult a qualified healthcare professional or registered dietitian before making significant changes to your diet.

The App is not intended for use by individuals under the age of 16 without parental supervision.

3. Account and Subscription Terms

3.1 Access Options

Apexly is available in the following tiers:

Free Version: limited access to core calorie tracking features with no expiration.

Apexly Premium (Monthly): full access to all features including AI food photo analysis, micronutrient tracking, and detailed analytics, billed monthly at \$5.99.

Apexly Premium (Annual): full access to all features, billed annually at \$39.99 (saving approximately 33% compared to monthly).

3.2 Subscription Billing and Renewal

Subscriptions are processed through the Apple App Store and are subject to Apple's payment terms.

Subscriptions renew automatically at the end of each billing period unless cancelled at least 24 hours before the renewal date.

Your Apple ID account will be charged upon confirmation of purchase and at the start of each renewal period.

You can manage or cancel your subscription at any time in your Apple ID account settings under Subscriptions.

Refunds for partially used subscription periods are not provided. For refund requests, please contact Apple Support.

4. AI-Powered Features

Apexly uses artificial intelligence to recognize food from photos and estimate calorie and macronutrient content. By using these features, you acknowledge and agree that:

AI food recognition is based on machine learning models and may produce inaccurate results, particularly for complex dishes, mixed meals, or uncommon foods.

You are responsible for reviewing and correcting any AI-generated estimates before relying on them.

Photos you submit for AI analysis are processed to provide the requested nutritional information and are not used for advertising or sold to third parties.

Aggregated and anonymized food data may be used to improve the accuracy of our AI models.

5. Privacy and Data Handling

Our Privacy Policy explains how we collect, use, and protect your personal data, including health-related information and food photos. By using the App, you consent to the data practices described in our Privacy Policy. You can review the full Privacy Policy within the App or by contacting us at apexly.support@gmail.com.

6. Acceptable Use

You agree not to use the App in ways that:

Violate any applicable laws or regulations.

Infringe the rights of any third party, including intellectual property or privacy rights.

Harm, disrupt, or interfere with the App's servers or infrastructure.

Upload content that is illegal, harmful, abusive, or offensive.

Attempt to gain unauthorized access to any part of the App or its backend systems.

We reserve the right to suspend or terminate your access immediately for any violation of these rules.

7. Disclaimer of Warranties

The App and all its features are provided “AS IS” without any warranties, either express or implied. We do not guarantee:

Uninterrupted or error-free operation of the App.

The accuracy or completeness of calorie and nutritional data generated by the AI.

That the App will meet your specific health or dietary needs.

We disclaim all warranties of merchantability, fitness for a particular purpose, and non-infringement to the fullest extent permitted by applicable law.

8. Limitation of Liability

To the maximum extent permitted by law, Denys Mylymko is not liable for:

Any health outcomes, dietary decisions, or physical harm resulting from reliance on the App’s calorie or nutritional estimates.

Loss of data, device malfunction, or App performance issues.

Indirect, incidental, special, or punitive damages related to your use or inability to use the App.

Liability Cap: Our total liability under any circumstances is limited to the subscription fees you paid to us in the 12 months preceding the claim.

9. User Responsibility and Indemnification

By using the App, you agree to indemnify and hold harmless Denys Mylymko from any claims, damages, losses, or costs (including legal fees) arising from your misuse of the App, violation of these Terms, or infringement of any third-party rights.

10. Modifications to Terms

We reserve the right to update these Terms at any time. Material changes will be communicated via in-app notification or the email associated with your account. Continued use of the App after the updated Terms take effect constitutes your acceptance of the changes.

11. Termination

These Terms remain in effect until terminated by you or by us. We may suspend or terminate your access to the App at any time without notice if you breach these Terms. Upon termination, your license to use the App ceases immediately. Provisions relating to intellectual property, disclaimers, limitation of liability, and dispute resolution survive termination.

12. Dispute Resolution

In the event of a dispute arising out of or relating to these Terms or your use of the App, both parties agree to first attempt resolution through good-faith negotiation. Written claims must be responded to within 21 business days of receipt.

If the dispute cannot be resolved informally, it shall be subject to the laws of the jurisdiction where Denys Mylymko is registered. Any unresolved disputes will be submitted to the competent courts of that jurisdiction.

13. Contact Us

For any questions or concerns regarding these Terms, please contact us:

Developer: Denys Mylymko

App: Apexly: AI Calorie Tracker

Email: apexly.support@gmail.com