

# PRIVACY POLICY

## TierOne App Limited

**Effective Date:** 21 November 2025

**Governing Law:** New Zealand

**Contact:** tieroneofficial@gmail.com

**Minimum Age:** 16

**We never sell the data of users under 18.**

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## 1. Introduction

This Privacy Policy explains how TierOne App Limited (“TierOne”, “we”, “us”, “our”) collects, uses, shares, and protects your personal information when you use our app, website, and services.

By using TierOne, you consent to this Privacy Policy.

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## 2. Information We Collect

We may collect:

### Account Information

Name, email, password, age, and other information you provide when creating an account.

### Profile and Fitness Information

Height, weight, goals, preferences, progress photos, body metrics.

### AI Scan Data

Body measurements, physique assessments, TierScore, and other insights generated from your photos.

### Usage Information

Device logs, analytics, cookies, interactions, and technical data.

### Content You Upload

Photos, posts, comments, and any material you choose to share.

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## 3. How We Use Your Information

We use your information to:

- Operate and maintain the TierOne platform
- Generate your AI physique scans and TierScore
- Provide personalised insights and recommendations
- Improve accuracy, performance, and security

- Prevent fraud and misuse
- Communicate updates and support
- Develop and refine our AI technology

We may use **aggregated or de-identified data** for research, analytics, commercial partnerships, and product development.

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#### 4. Selling and Sharing Data

TierOne may sell or commercially share:

##### **Aggregated or de-identified data**

(Always allowed; cannot identify you.)

##### **Identifiable personal data**

ONLY if:

- You are **18 or older**, and
- You **give explicit consent at sign-up**, and
- You may **opt out at any time** in Settings.

**We never sell identifiable data belonging to anyone under 18.**

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#### 5. International Compliance

We aim to comply with New Zealand privacy law, as well as major international frameworks including:

- EU GDPR
- UK GDPR
- Australian Privacy Act
- U.S. State Privacy Laws (e.g., CCPA/CPRA)

Where data is transferred internationally, we use Standard Contractual Clauses or similar protections.

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#### 6. Your Rights

Depending on your location, you may have the right to:

- Access your data
- Correct or update information
- Delete your data

- Withdraw consent
- Request a copy of your data
- Object to certain types of processing

Contact us to exercise these rights.

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## 7. Data Retention

We keep your data only as long as needed for:

- Operating the service
- Legal requirements
- Security and fraud prevention

If you delete your account, your data is permanently removed within **45 days**, unless we are legally required to retain certain information.

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## 8. Security Measures

We use administrative, technical, and physical safeguards to protect personal information. No system is fully secure, and users should maintain strong account security practices.

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## 9. Children and Teens

- Minimum age to use TierOne: **16 years old**
  - We never sell personal data of users **under 18**
  - Extra privacy protections apply to users aged 16–17
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## 10. Updates to This Policy

We may update this Privacy Policy over time. Significant changes will be communicated through email or an in-app notice.

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## TERMS OF SERVICE

### TierOne App Limited

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## 1. Acceptance of Terms

By creating an account or using TierOne, you agree to these Terms of Service (“Terms”).

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## 2. Eligibility

Users must be **16 years or older** to use TierOne.

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## 3. Health and Safety Disclaimer

TierOne provides **general fitness insights only**.

TierOne is **not** a medical tool or diagnostic service.

You should not rely on TierOne for medical decisions, treatment, or health risk assessment.

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## 4. Acceptable Use

You agree not to:

- Misuse or disrupt the platform
- Attempt to reverse-engineer, scrape, or copy our systems
- Upload harmful, abusive, or illegal content
- Interfere with other users' use of the platform

We may suspend or terminate accounts that violate these rules.

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## 5. Payments and Subscriptions

TierOne operates on a **freemium model**.

- No free trials are provided
  - Refunds are not offered unless required by New Zealand law
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## 6. Account Termination

We may suspend or terminate accounts for:

- Violating these Terms
- Fraud, abuse, or security risks
- Unlawful behaviour

You may terminate your account at any time by deleting it within the app.

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## 7. Intellectual Property

All TierOne branding, logos, algorithms, AI outputs, designs, and content are owned by TierOne App Limited.

Users may not copy, reproduce, or redistribute any proprietary material.

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## 8. Limitation of Liability

To the maximum extent permitted by law:

- TierOne is not liable for indirect, consequential, incidental, or punitive damages
- TierOne does not guarantee accuracy of AI results
- Your exclusive remedy is to discontinue use of the app

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## 9. Governing Law

These Terms are governed by the laws of **New Zealand**.

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## 10. Contact

TierOne App Limited

Email: tieroneofficial@gmail.com

Address: TBA