



## Information about personal data we collect

When you register for Healthy Interval, we collect personal data from you such as: your email address, first and last name, height, weight, date of birth and gender.

When you continue using the Healthy Interval you regularly upload personal data onto your account such as, depending on your use of the Services; your carbs intake, weight loss goal/weight gain goal, activity/diet routines, and your body measurements.

In an ongoing effort to improve our Services, additional personal data may be collected from you. In such cases, we will notify you when the personal data collection takes place.

## Our use of your personal data

Your privacy is important to us and we will only process your personal data in accordance with this Privacy Policy and relevant personal data regulation.

## Data processing necessary to provide the Services

As a part of offering the Services to you we process your personal data that you provide us with at the time of registration, such as:

- E-mail
- Weight
- Height
- Age
- Gender
- Device identifier, i.e. information on what device, IP-address etc. you use to register and log on to the Services

As you continue to use the Services, you will regularly provide Healthy Interval with further personal data. It follows from the nature of the Services that we must process such data that you upload to the Services to enable the Services, for example, we will process your weight data and calorie intake to enable the monitoring and presentation of your personal goals (whether it be weight loss or weight gain). This processing is a pre-requisite for us being able to offer the Services to you.

If you connect to the Services using a Third-Party Application (e.g., Gmail, Facebook) Healthy Interval will

collect and use your personal information from such Third Party Applications such as your username, name, profile picture, country, hometown, email address, date of birth, gender as well as such health data that you choose to synchronize with Healthy Interval.

Some of the data mentioned above, collected from you and processed by Healthy Interval for certain features of the Services, is possible for us to delete and cease processing for the future if you so require, without you having to terminate your use of the entire Services, i.e., not all data (submitted over time by you to us either directly or through third-party services) is required for you to still be able to use the Services. If you want us to cease processing certain data about you under this category, we will inform about the consequences of such cease, i.e., how it will affect your use of the features of the Services.

## **Customer relationship as a legal ground**

It should be noted that marketing sent by Healthy Interval to you on the basis of a customer relationship as a legal ground for processing personal data, does not require a consent. Such data will be processed and used in compliance with relevant personal data regulation.

## **Profiling**

Healthy Interval are based on a profound knowledge of best practice with regard to health. Healthy Interval analyze the usage of the Services, in order to provide you as a user with the most relevant features of the Services as possible with regard to your personal goals. In analyzing the usage of the Services, Healthy Interval will process certain data for so-called profiling. Profiling means processing of your and other users' personal data to analyze or predict aspects of your use of the Services, behavior and, location in reaching your health goal. The data processed will be user habits where we will track actions taken by you such as when you move between screens, press buttons and take actions on the Services. The purposes of the profiling is to monitor how engaged users are in different features of our Services, find out ways to make the Service more effective (fit for purpose) and vary the features or content to better match your individual usage patterns and preferences.

The profiling of your data can also be used as the basis for marketing towards other new potential customers on other platforms than the Healthy Interval Services, such as other social media platforms. Please note that this so called look-a-like-process of recruiting new customers does not mean that you will receive any marketing. Nor does it mean that any other third parties will gain access to your data for any other purpose than for Healthy Interval to reach new customers, i.e. third party providers (for example social media) will only process your data on behalf of Healthy Interval as processors, see further under transfer of data below.

Healthy Interval's processing of your personal data for profiling purposes as described above, does not require any consent as a legal ground to be processed. If this should be the case, i.e. if, under relevant personal data regulation, consent is required for the use as described above, you hereby give your consent to Healthy Interval using your personal data as defined above for profiling, for the purpose of improving the

Services and for providing customer support.

## **Marketing – legitimate interest**

Healthy Interval may use your personal data for profiling and marketing purposes via emails, notifications, or other messages, by Healthy Interval or Healthy Interval's selected business partners. Profiling will be used for marketing purposes to enable personalized and relevant offers to you, based on your preferences, see more above under Profiling.

The use of personal data for marketing purposes will only concern such offers that have a close relation to your use of the Service and the offers will be sent to you by Healthy Interval; no personal data will be transferred to third parties for marketing purposes. This processing is based on a legitimate interest, on our side the interest to offer you the best possible service, on your side the possibility to be offered relevant products and services relevant to your use of the Service and for third parties to reach you with such offers. In other words, we are of the conclusion that consent is not required. If this should be the case, i.e. if, under relevant personal data regulation, consent is required for the use as described above, you hereby give your consent to us using your personal data as defined above.

## **Opt-out from marketing**

In case you do not want Healthy Interval to use your personal data for the purpose of marketing, you may at any time unsubscribe from any further messages by clicking the "unsubscribe" link at the bottom of such a message, or by using such opt-out features as are available in the app settings in the Services.

## **Cookies**

Healthy Interval uses cookies in order to function properly. We use both session cookies (which expire once you close your web browser) and persistent cookies (which stay on your device for a set period of time or until you delete them).

If your internet browser is set and configured to accept cookies, you consent to the use of cookies.

A cookie is a small text file which is created by the websites you visit and may contain information about you as a visitor. These text files are stored on your computer and, for instance, keep you from having to remember your password. Information from cookies may be used to improve the user experience and/or the Services and to target marketing campaigns and offers to our customers.

If you do not accept cookies, you can prevent cookies from being saved on your computer by changing the settings of your web browser. You can also delete cookies which have been previously stored. In such cases, please refer to the help section of your internet browser. If you choose not to accept cookies, you can still use our Services, but their functionality may be somewhat limited.

## **Rectification of personal data**

You have the right to request access to and rectification or erasure of your personal data processed by Healthy Interval. If a request for rectification concerns data that is necessary for Healthy Interval to offer the Services, such requests will have the effect that your account will be terminated at Healthy Interval.

If you wish to exercise this right, please contact us at [info@healthyinterval.com](mailto:info@healthyinterval.com). An application shall be made in writing and must be signed by you. Alternatively, you can also rectify your personal data by deleting your account via the Services.

## **Transfer of data**

Personal data collected from you may be shared with third-party providers of Healthy Interval that process personal data on behalf of Healthy Interval; such as server hosting providers, data storage providers, companies carrying out system and sales performance monitoring, customer support systems- and payment service providers. These service providers will be considered processors of your personal data.

At times, some of your personal data may be transferred and processed to processors, as described above, that are established in the United States or other countries (some of which will be outside the EEA). We may also transfer your personal data in the event that our business (or part of it) is sold, for instance as part of a merger or acquisition. Healthy Interval will always apply safeguards to protect your personal data from unauthorized disclosure. In case of transfer of data to third parties that are outside of the EU or EEA and that do not offer an adequate level of data protection, Healthy Interval will apply the EU Commission's model clauses and/or binding corporate rules, or similar instruments/mechanism, for the safeguarding of integrity and security.

In no event does Healthy Interval transfer personal data to third parties with the right for such parties to use the data other than on behalf of Healthy Interval.

Healthy Interval may further disclose your personal data in order to comply with a legal or regulatory obligation, if we reasonably believe that this is required by law, regulation or other legislation, or in order to protect and defend Healthy Interval, our business partners or users' rights and interests, subject always to relevant applicable personal data regulation.

## **Portability**

You have the right to receive your personal data which you have provided to Healthy Interval, in accordance with relevant personal data regulation, provided that such request does not adversely affect the rights and freedoms of others.

# Complaints

If you have any questions or complaints about our processing of your personal data, you are welcome to contact us at [info@HealthyInterval.com](mailto:info@HealthyInterval.com). You also have the right to lodge a complaint with a supervisory authority.

# Security of the personal data we process

The security and integrity of your personal data are important to us. In addition to complying with applicable relevant personal data regulation, we use accepted industry standards, technologies, and procedures, such as firewalls, security software, etc., in order to protect the integrity of your personal data and to prevent any unauthorized access. However, no system can be 100% secure, and despite our efforts, there is always a risk of unauthorized access to your personal data. By using our Services, you assume this risk. We also urge you to use a unique and strong password to your user account on the Healthy Interval as well as to protect such password. You should further limit access to your computer and browser and log out after having used the Healthy Interval Services.

# Children

If you are under age 13, you are not allowed to submit any personal data through our Services. Further, we encourage parents and legal guardians to monitor their children's Internet use and to help us in enforcing our Privacy Policy by instructing their children to never provide any personal data through our Service without their permission. If you become aware that a child under the age of 13 has submitted personal data to us, please contact us at [info@HealthyInterval.com](mailto:info@HealthyInterval.com)

# Changes to our Privacy Policy

From time to time, it may become necessary to make changes to this Privacy Policy. Therefore, we reserve the right to update and/or modify this Privacy Policy at any time by giving notice to you. Please review this Privacy Policy frequently, and especially before you register an account with us. The date of the last modification is listed at the bottom of this Privacy Policy.

# Contact

We will communicate with you by email and notices posted on your mobile device. If you do not wish to receive notices on your mobile device, you can always turn off this service. Please be aware that if you unsubscribe from our mailing list you will still be receiving answers to your questions sent to our support but you will not be receiving promotional emails.

We welcome your feedback regarding our Services. If you have any questions or suggestions regarding our

Privacy Policy, please contact us at [info@HealthyInterval.com](mailto:info@HealthyInterval.com).

Last Updated: 11/29/2018

# HEALTHY INTERVAL Terms and Conditions

Last Updated: 11/29/2018

By becoming a member or using our Services, you accept and agree to these Terms and Conditions ("Terms"). Therefore, it is important that you carefully read through these Terms. If you do not consent to these Terms, you should not register with Healthy Interval.

## About HEALTHY INTERVAL

Healthy Interval is a service developed and provided by Healthy Interval LLC. The service is available online at, among other places, [HealthyInterval.com](http://HealthyInterval.com), in the iPhone App Store as "Healthy Interval". The purpose of Healthy Interval is to help our users to record what they eat, how they exercise, and to track their health, weight and fitness progress.

## Using our Services

To use our Services, you must follow some simple rules. The Service is only available for your private use and is not intended for commercial use. Do not misuse the Services, so that either Healthy Interval or anyone else is harmed in any way. You may only use the Services as permitted by law and these Terms. By using our Services, you agree that:

- All of the personal data provided by you is accurate and up to date.
- You are solely responsible for all activities on your account and all the content that is uploaded and/or created under your Healthy Interval account ("User Material").
- Healthy Interval does not monitor the contents of the Service, but may at any time choose, at its sole discretion, to remove User Material from the Service and/or your user account and to terminate your account and membership.
- Your membership, including your email and password, with Healthy Interval, is personal and may not be transferred or used by someone else. You are responsible for storing your login details in a safe manner. Healthy Interval is not in any way responsible for any loss or damage caused by unauthorized access to your account or use of your login details. If you learn of or suspect any unauthorized use of your account, you must immediately inform Healthy Interval's Customer Service. Contact details are available at the bottom of this document.

- Healthy Interval is not intended for use by persons under the age of 13. To use Healthy Interval, you must be at least 13 years old.
- Violation of any of these Terms will lead to a direct termination of your user account and subscription. If you violate these terms, you will not get a refund.
- You are not allowed to engage in any commercial activities, advertise and/or provide hints (such as links) on where commercial activities are present through our Services.
- You must not engage in any unlawful activities on the Service, such as (but not limited to) contributing with information which in any way contains or involves incitement to racial hatred, defamation, harassment, child pornography or pornography.
- You are not allowed to contribute to any propaganda, religious and/or political views.
- If you have any criticism or feedback regarding Healthy Interval or our Services, to firstly contact Healthy Interval to help us to improve our Services.
- You may not transmit, and/or distribute files that may damage Healthy Interval or others' computers or property (such as viruses and trojan horses).
- You may not share others' personal information, without their approval.

## Your account

You can at any time choose to cancel/end your account at your convenience. Please note that uninstalling the mobile application or closing your account will not automatically stop your subscription – you must actively cancel the subscription. Please note that if you have subscribed to Healthy Interval through the use of App Store or any other such service provider, you can only cancel your subscription through the use of their services. To find out how to cancel the subscription and/or your account, please follow the instructions in the app or on the website. Special terms and conditions apply to Healthy Interval Premium.

## Health and nutritional information

You are responsible for your own health. Healthy Interval is not a medical organization and we will not provide you with any medical advice or diagnosis. The purpose of the Services is solely to help our users to record what they eat, how they exercise and to track their health, weight and fitness progress. Information made available through the Services and by our partners and affiliates shall solely be used for recreational and educational purposes. Always consult with your doctor before starting a diet or fitness program or if you experience any pain or discomfort. Healthy Interval cannot guarantee any health, weight and/or fitness results or improvements. Our Services are only intended for healthy adults, and please do not use our Services if you suffer from, or might suffer from, any medical condition that may be impaired by diet or exercise. Nutritional information found in our database has not been verified, investigated or reviewed by Healthy Interval. Healthy Interval cannot guarantee that the nutritional information provided in our database

is accurate, reliant or complete. Healthy Interval is not responsible for any personal injury or any other damages that may have been the result, direct or indirect, of any use or misuse of the Services.

## **HEALTHY INTERVAL Premium**

This section only applies when you purchase and/or subscribe to Healthy Interval Premium or other paid products. By paying the subscription fee, you get access to Healthy Interval Premium during the time your subscription is valid, subject to these Terms.

All subscriptions with Healthy Interval Premium are paid in advance.

You may at any time terminate your membership, in which case your membership will still be valid for the subscription time you have already paid for. If you have subscribed to Healthy Interval through the use of App Store, Google Play Store or any other such service provider, using in-app purchase, you can only cancel your subscription through the use of their services. Subscription fees can be found on Healthy Interval's website ([www.HealthyInterval.com](http://www.HealthyInterval.com)) and in the mobile application. Healthy Interval accepts only In-App Purchase by Apple. Special terms and conditions may apply. Healthy Interval reserves the right to change the subscription fees from time to time.

You hereby consent to start using the Services immediately upon subscribing with Healthy Interval Premium or other paid products. This means that you will only have 14 days to withdraw from the contract with Healthy Interval from the date you receive confirmation of your subscription via email if you do not start using the Services during that period. To use your right of withdrawal, you must send an email to Healthy Interval (you will find our contact details at the bottom of this document). Any prepaid fees will be refunded within 30 days. All payments handled by Apple, such as in-app purchases, can only be refunded by Apple and with Apple's consent. If you would like to contact Apple, please [click here](#). Default in payment shall not be deemed as a termination of a Healthy Interval Premium subscription.

## **Intellectual property**

All rights in and to the Services, including any trademarks, service marks, trade names and copyrighted content (collectively "Intellectual Property") presented within the Service are the property of Healthy Interval and/or third parties. You agree not to use Intellectual Property for any other purposes except for your use of the Service unless required otherwise by applicable mandatory law.

By submitting User Material to Healthy Interval, you warrant and represent that you hold the copyright, trademark and/or other intellectual property rights to your content. You agree to grant Healthy Interval a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use User Material to the extent necessary for Healthy Interval to operate and maintain the Service. This license shall remain valid until the respective User Material is deleted from the Service by you or by Healthy Interval in accordance with these Terms.



## Disclaimer and limitation of liability

You use the Service at your own risk. The Service is provided "AS IS," without any warranties, and Healthy Interval does not warrant that the Service and availability thereof will be uninterrupted or error-free. Healthy Interval does not assume any responsibility for errors or omissions in the information or software or other documents, including User Material, which is referenced by or linked to. References or links to third parties' websites are provided "AS IS," without warranty of any kind, either express or implied.

In no event shall Healthy Interval be liable for any indirect or consequential damages, except in cases of intentional misconduct or gross negligence. To the maximum extent permitted under applicable law, Healthy Interval's aggregated liability for any direct damages shall be limited to the lesser of: (i) membership fees paid by the user; (ii) membership fees paid by the user during the previous calendar year; or (iii) 5 000 SEK.

## Miscellaneous

For the sake of clarity, Healthy Interval doesn't undertake the obligation to monitor the contents of User Material.

You are not entitled to assign your rights and/or obligations under these Terms or use of the Service to any third party without Healthy Interval's prior written consent. Healthy Interval is entitled to assign its rights and/or obligations under these Terms.

Healthy Interval reserves the right to refuse the Service to anyone for any reason at any time. Healthy Interval may revise these Terms from time to time and the most current version will always be posted on Healthy Interval's website ([www.HealthyInterval.com](http://www.HealthyInterval.com)). Any and all material changes shall become into effect between you and Healthy Interval upon your acceptance of such changes (e.g., by using the Services after such notification has been made to you or renewing your subscription).

