

Terms & Conditions

Last updated: June 11, 2026

Application: Fish Identifier - AI Scanner

Company: APPIFY STUDIOS LLC

1. Introduction

These terms and conditions apply to the **Fish Identifier - AI Scanner** mobile application (hereby referred to as "Application") that was created by **APPIFY STUDIOS LLC** (hereby referred to as "Service Provider") as a Freemium service.

Upon downloading or utilizing the Application, you are automatically agreeing to the following terms. It is strongly advised that you thoroughly read and understand these terms prior to using the Application.

2. Intellectual Property

Unauthorized copying, modification of the Application, any part of the Application, or our trademarks is strictly prohibited. Any attempts to extract the source code of the Application, translate the Application into other languages, or create derivative versions are not permitted without explicit written permission from the Service Provider.

All trademarks, copyrights, database rights, and other intellectual property rights related to the Application remain the property of the Service Provider.

3. Service Modifications

The Service Provider is dedicated to ensuring that the Application is as beneficial and efficient as possible. As such, they reserve the right to modify the Application or charge for their services at any time and for any reason. The Service Provider assures you that any charges for the Application or its services will be clearly communicated to you in advance.

4. Data and Security

The Application stores and processes personal data that you have provided to the Service Provider in order to deliver the Service. It is your responsibility to maintain the security of your device and access to the Application.

The Service Provider strongly advises against jailbreaking or rooting your device, which involves removing software restrictions and limitations imposed by the official operating system. Such actions could:

- Expose your device to malware, viruses, and malicious programs
- Compromise your device's security features
- Result in the Application not functioning correctly or at all
- Void any warranty or support from the Service Provider

5. Data Collection and Privacy

The Application collects and processes the following types of data to provide its services:

- **Images:** Photos of fish that you submit for identification analysis
- **Location Data:** Geographic coordinates where the fish was caught or found (with your permission)
- **Analysis History:** Records of your previous identifications and results
- **Device Information:** Basic device identifiers for service functionality

This data is used solely to provide accurate fish identification and improve our services. For detailed information about data handling, please refer to our Privacy Policy.

6. Third-Party Services

The Application utilizes third-party services that have their own Terms and Conditions. Below are the links to the Terms and Conditions of the third-party service providers used by the Application:

- **RevenueCat** - For subscription and payment management
- **Apple App Store** - For payment processing and app distribution (iOS)
- **Google Play Store** - For payment processing and app distribution (Android)
- **Google Gemini AI** - For fish species identification and analysis

You are responsible for reviewing and accepting the terms of these third-party services.

7. Internet Connection and Data Usage

Certain functions of the Application require an active internet connection, which can be Wi-Fi or provided by your mobile network provider. The Application requires internet connectivity for:

- Submitting images for AI-powered fish analysis
- Retrieving identification results
- Syncing your analysis history
- Processing subscription and payment transactions

The Service Provider cannot be held responsible if the Application does not function at full capacity due to lack of access to Wi-Fi or if you have exhausted your data allowance.

If you are using the Application outside of a Wi-Fi area, please be aware that your mobile network provider's agreement terms still apply. Consequently, you may incur charges from your mobile provider for:

- Data usage during the connection to the Application
- Roaming data charges if you use the Application outside of your home territory
- Other third-party charges related to data connectivity

By using the Application, you accept responsibility for any such charges. If you are not the bill payer for the device on which you are using the Application, we assume that you have obtained permission from the bill payer.

8. Device Responsibility

You are responsible for ensuring that your device:

- Remains charged and functional
- Meets the minimum system requirements for the Application
- Has sufficient storage space for the Application and its data
- Has a functional camera for capturing fish images (if using camera feature)

If your device runs out of battery or fails to meet these requirements, and you are unable to access the Service, the Service Provider cannot be held responsible.

9. Limitation of Liability

While the Service Provider strives to ensure that the Application is updated and accurate at all times, they rely on AI technology and third-party data to provide identification results.

The Service Provider accepts no liability for any loss, direct or indirect, that you experience as a result of:

- Relying entirely on the functionality of the Application
- Inaccuracies in fish species identification results
- Third-party data or service failures
- Interruptions or termination of the Service

Important: The fish identification feature is provided for educational, recreational, and observation purposes only. Results should NOT be used as the sole basis for:

- Determining if a fish is safe to consume
- Identifying potentially dangerous or venomous species
- Scientific research without additional verification
- Legal or regulatory compliance purposes

Always consult with marine biology experts or authorities for critical decisions.

10. Updates and Compatibility

The Service Provider may update the Application at any time. The Application is currently available as per the requirements for the operating system (and for any additional systems they decide to extend the availability of the Application to).

These requirements may change, and you will need to download updates if you want to continue using the Application. The Service Provider does not guarantee that the Application will always be updated to remain compatible with the particular

operating system version installed on your device.

However, you agree to always accept updates to the Application when offered to you, as these updates may include important security fixes, feature improvements, and bug fixes.

11. Termination

The Service Provider may terminate your access to the Application at any time without notice if:

- You violate these Terms and Conditions
- You engage in fraudulent or illegal activities
- You misuse the Application or its services
- The Service Provider decides to cease providing the Application

Upon any termination:

- The rights and licenses granted to you in these terms will end
- You must cease using the Application
- You must delete the Application from your device if requested

12. User Conduct

By using the Application, you agree to:

- Use the Application only for lawful purposes
- Not attempt to hack, reverse engineer, or compromise the Application's security
- Not use the Application to infringe on others' rights or privacy
- Not distribute malicious content through the Application
- Provide accurate information when required
- Not submit inappropriate or offensive images
- Respect marine life and follow local fishing regulations

13. Subscription and Payments

The Application offers premium features through subscription or one-time purchases. By making a purchase, you agree to:

- Pay all applicable fees as described in the Application
- Automatic renewal of subscriptions unless cancelled in advance
- The terms and conditions of the payment provider (Apple App Store, Google Play Store, RevenueCat)

Subscription options include:

- **Weekly Subscription:** Billed weekly, cancel anytime
- **Annual Subscription:** Billed annually at a discounted rate

Subscriptions can be managed and cancelled through your Apple App Store or Google Play Store account settings. Refunds are subject to the respective platform's refund policy.

14. Changes to Terms

The Service Provider may update these Terms and Conditions from time to time to reflect changes in the Application, legal requirements, third-party services, or business practices.

When these Terms and Conditions are updated, the "Last updated" date at the top of this document will be revised. You are advised to review this page periodically for any changes. Changes are effective immediately after they are posted on this page, unless a different effective date is stated.

15. Governing Law

These Terms and Conditions are governed by and construed in accordance with the laws of the United States of America, and you irrevocably submit to the exclusive jurisdiction of the courts in that location.

16. Contact Us

If you have any questions or suggestions about these Terms and Conditions, please contact us at:

APPIFY STUDIOS LLC

Email: support@appifystudio.com

Website: <https://appifystudio.net/>