

Terms and Conditions for Kids Object Identifier App

Last Updated: 11 June, 2025

1 Acceptance of Terms

By downloading, installing, accessing, or using the Kids Object Identifier App (the "App"), you, on behalf of yourself and any child you authorize to use the App, agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, do not use the App. The term "you" refers to the adult user downloading or supervising the use of the App.

2 Description of Service

Kids Object Identifier is an educational mobile application designed for children. Its primary features include:

- Utilizing the device's camera for real-time object identification.
- Providing spoken descriptions of detected objects using on-device Text-to-Speech.
- Offering a free usage tier, potentially limited by daily time, and a premium subscription tier for unlimited usage.
- Incorporating parental gate mechanisms for certain actions, such as in-app purchases.

3 Age Requirements and Parental Responsibility

3.1 Age Appropriateness and Supervision

The App is designed for children of various ages. We strongly recommend parental supervision for all children using the App, especially younger children.

3.2 Parental Consent for Children Under 13

If the user of the App is a child under the age of 13 (or the applicable age of digital consent in your jurisdiction), you represent and warrant that you are the parent or legal guardian of such child and that you consent to the child's use of the App in accordance with these Terms and our Privacy Policy.

3.3 Parental Responsibility

As a parent or guardian, you are responsible for:

- Monitoring your child's use of the App.
- Controlling access to in-app purchases via the parental gate.
- All activities and purchases made through the App under your Apple ID.

4 User Accounts and Data

4.1 No User Accounts

The App does not require or support user registration or the creation of user accounts.

4.2 Local Data Only

As detailed in our Privacy Policy:

- All data related to App functionality (e.g., preferences, usage time for the free tier) is stored locally on your device.
- No personal information is collected by us.
- Camera images are processed locally and ephemerally for object detection and are not stored or transmitted by the App.
- The App does not transmit data to external servers operated by us, except for interactions with Apple's secure systems for in-app purchases.

5 Subscription and Payment Terms

5.1 Free Usage Tier

The App may offer a free usage tier, which might be limited (e.g., by a certain amount of usage time per day). Any such limitations will be clearly communicated within the App. Usage tracking for this purpose is performed locally on your device.

5.2 Premium Subscription

Access to unlimited usage or additional features ("Premium Features") may require an auto-renewing subscription.

- Subscriptions are managed and processed through Apple's App Store.
- Pricing, subscription periods, and specific features included in the premium tier will be clearly displayed within the App prior to purchase.
- All payments are processed by Apple. MUSTAFA BATIN EFE does not collect or store your payment information.

5.3 Auto-Renewal of Subscriptions

Subscriptions will automatically renew for the same duration and price unless auto-renew is turned off at least 24 hours before the end of the current subscription period. You can manage your subscriptions and turn off auto-renewal by going to your Apple ID Account Settings after purchase.

5.4 Cancellation

If you cancel a subscription, the cancellation will take effect at the end of the current billing period. You will continue to have access to Premium Features until then.

5.5 Refunds

All refund requests are subject to Apple's App Store policies and terms. To request a refund, you must contact Apple Support directly. MUSTAFA BATIN EFE does not have the ability to issue refunds for purchases made through the App Store.

6 Acceptable Use

6.1 Permitted Use

You and your child are permitted to use the App for its intended educational and entertainment purposes, in accordance with these Terms and any applicable laws.

6.2 Prohibited Conduct

You agree not to, and not to permit your child to:

- Use the App for any illegal, harmful, or unauthorized purpose.
- Attempt to decompile, reverse engineer, disassemble, or otherwise derive the source code of the App.
- Attempt to circumvent or disable any security features or parental gate mechanisms.
- Use the App in any manner that could damage, disable, overburden, or impair the App (though unlikely for an on-device app, this is standard).
- Use the App to identify or focus on inappropriate, sensitive, or private objects or situations.
- Violate the privacy of others while using the camera feature.

7 Privacy and Data Protection

Your privacy and your child's privacy are critically important to us. Please refer to our Privacy Policy (available within the App and on our App Store listing) for detailed information on how we handle data. Key points include:

- We do not collect Personal Information as defined by COPPA.
- Camera access is solely for real-time, on-device object detection; images are not stored or transmitted by us.
- All processing is local to your device.
- The App is designed to comply with the Children's Online Privacy Protection Act (COPPA).

8 Intellectual Property

8.1 App Ownership

The App, including its design, graphics, text (excluding user-generated content, if any), underlying code, and object descriptions generated by us, are the property of MUSTAFA BATIN EFE or its licensors and are protected by copyright and other intellectual property laws.

8.2 Limited License

MUSTAFA BATIN EFE grants you a limited, non-exclusive, non-transferable, revocable license to download, install, and use the App on an iOS device that you own or control, strictly for personal, non-commercial, educational, and entertainment purposes, subject to these Terms.

8.3 Object Detection Technology

The App utilizes Apple's Vision framework and Core ML technology for object detection.

8.4 User-Created Content (If Applicable)

If the App allows for the creation of custom object descriptions (e.g., as a Premium feature), such descriptions are stored locally on your device. You retain ownership of the original content you create. However, by creating such content, you are responsible for ensuring it is appropriate and does not infringe on any third-party rights.

9 Disclaimers and Limitations of Liability

9.1 Educational and Entertainment Purposes Only

The App is provided for educational and entertainment purposes. While we strive for accuracy in object identification and descriptions, the App may not always be correct or complete. Information provided by the App should not be solely relied upon for critical decisions or information. Parents and guardians are encouraged to verify information and use the App as a supplementary learning tool.

9.2 No Guarantees

The App is provided "AS IS" and "AS AVAILABLE" without warranties of any kind, express or implied, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, accuracy, and non-infringement. We do not warrant that the App will be error-free, uninterrupted, secure, or that defects will be corrected. The accuracy of object identification can be affected by various factors including lighting, camera quality, object distance, and model limitations.

9.3 Limitation of Liability

To the fullest extent permitted by applicable law, MUSTAFA BATIN EFE shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) your access to or use of or inability to access or use the App; (b) any conduct or content of any third party on the App (though not applicable here as there's no third-party content); (c) unauthorized access, use, or alteration of your transmissions or content (again, less applicable for local data but standard). In no event shall MUSTAFA BATIN EFE's aggregate liability for all claims relating to the App exceed the greater of (i) the total amount paid by you to MUSTAFA BATIN EFE for the App or its subscriptions in the six months prior to the claim (if any) or (ii) ten U.S. dollars (\$10.00).

10 App Updates and Changes to Terms

10.1 App Updates

We may, from time to time, release updates to the App which may include bug fixes, new features, or modifications to existing features. Depending on the update, you may not be able to use the App until you have downloaded the latest version and accepted any new terms.

10.2 Changes to Terms

We reserve the right to modify these Terms at any time. If we make material changes, we will provide notice, such as by updating the "Last Updated" date, posting a notice within the App, or on our App Store listing. Your continued use of the App after such changes constitutes your acceptance of the new Terms.

11 Termination

11.1 Termination by You

You may terminate these Terms at any time by ceasing all use of the App and deleting it from your device(s).

11.2 Termination by Us

MUSTAFA BATIN EFE reserves the right to suspend or terminate your access to the App, or discontinue the App or any part of it, at any time, with or without notice, for any reason, including, without limitation, if you breach these Terms. Upon termination, all rights and licenses granted to you will immediately cease. We will endeavor to handle active subscriptions according to Apple's policies in such events.

12 Parental Gate and Content Management

12.1 Parental Gate

The App includes a parental gate (e.g., a mathematical verification problem) that must be successfully completed to access certain features, such as in-app purchases or potentially sensitive settings, to help ensure adult approval.

12.2 Content Suitability (and potential for User Management)

The objects identifiable by the App are based on the capabilities of the underlying Core ML model (e.g., COCO dataset) and are filtered by us to be generally child-appropriate. *(Please review this subsection carefully: If your app allows parents to enable/disable specific object categories or add custom descriptions as a Premium feature, reflect that here. Otherwise, simplify to state that content is curated by you.)* Example if features exist: "Parents may have options within the App (potentially as a Premium feature) to manage identified object categories or customize descriptions. All user-generated content is stored locally." Example if features DO NOT exist: "The range of objects the App can identify and describe is determined by MUSTAFA BATIN EFE and is designed to be child-appropriate. There are no user-configurable content filters beyond the built-in object recognition capabilities."

13 Technical Support and Device Requirements

13.1 Support Channels

For assistance with the App, you can:

- Refer to the FAQ section within the App's settings (if available).
- Contact us via email at help@mbefe.com.
- Utilize the support link on the App's App Store listing.

Please note that responses via App Store reviews are limited.

13.2 Device Requirements

To use the App, you will need:

- A compatible iOS device (iPhone or iPad) with a functioning camera.
- A version of iOS that meets the minimum requirement specified on the App Store listing for the App.
- The App does **not** require microphone access.

14 Governing Law and Dispute Resolution

14.1 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the Republic of Turkey, without regard to its conflict of law principles.

14.2 Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, or the use of the App, shall be subject to the exclusive jurisdiction of the competent courts located in Istanbul, Turkey. You hereby consent to the personal jurisdiction of these courts and waive any objection to venue in such courts.

15 Apple App Store Terms

You acknowledge and agree that:

- These Terms are concluded between you and MUSTAFA BATIN EFE only, and not with Apple Inc. ("Apple"). MUSTAFA BATIN EFE not Apple, is solely responsible for the App and its content.
- The license granted to you for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.
- In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the App to you (if any); to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.
- MUSTAFA BATIN EFE not Apple, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy, or similar legislation.
- In the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, MUSTAFA BATIN EFE not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- Apple and Apple's subsidiaries are third-party beneficiaries of these Terms, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- You must comply with applicable third-party terms of agreement when using the App (e.g., your wireless data service agreement).

16 Contact Information

For any questions, concerns, or notices regarding these Terms, please contact MUSTAFA BATIN EFE at: help@mbefe.com

17 Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

18 Entire Agreement

These Terms, together with our Privacy Policy (which is incorporated herein by reference), constitute the entire agreement between you and MUSTAFA BATIN EFE concerning your use of the App and supersede all prior or contemporaneous understandings and agreements, whether written or oral, regarding such subject matter.

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A Note for Parents and Guardians: This App is designed to be a fun and educational tool for children, with a strong emphasis on privacy and safety. We ensure that all processing occurs locally on

your device, and we do not collect Personal Information. Parental gates are in place for in-app purchases to provide you with control over your child's experience.

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Educational Disclaimer: While the App aims to provide accurate object identification, it is intended for educational entertainment. Its accuracy can vary based on conditions and the object itself. We encourage you to use this App as one of many learning resources and to verify information independently.