

BestBefore

Terms and Conditions

Effective Date: May 20, 2026

Last Updated: May 20, 2026

1. Acceptance of Terms

These Terms and Conditions ("Terms") govern your access to and use of the BestBefore mobile application ("App"), operated by Matteo Miceli, trading as SquaredEm ("we", "us", or "our").

By downloading, installing, or using BestBefore, you agree to be bound by these Terms. If you do not agree, do not use the App.

We reserve the right to update these Terms at any time. Continued use of the App after changes are published constitutes acceptance of the revised Terms.

2. Eligibility

You must be at least 13 years old to use BestBefore. If you are under 16 and located in the European Union, you confirm that you have obtained parental or guardian consent as required by applicable law.

By creating an account, you represent and warrant that you meet the eligibility requirements above and that all information you provide is accurate and complete.

3. Your Account

3.1 Registration

To use the core features of the App, you must create an account using a valid email address. You are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account.

3.2 Account Security

You agree to:

- Provide accurate and up-to-date account information
- Keep your password secure and not share it with others
- Notify us immediately at squaredem.app@gmail.com if you suspect unauthorised access to your account

We are not liable for any loss or damage arising from unauthorised access to your account resulting from your failure to safeguard your credentials.

3.3 Account Termination

You may delete your account at any time through the App settings. We reserve the right to suspend or terminate your account if you violate these Terms, without prior notice.

4. Permitted Use

BestBefore is a personal food management and waste-reduction tool. You may use the App solely for lawful, personal, non-commercial purposes. You agree not to:

- Use the App in any way that violates applicable law or regulation
- Attempt to reverse-engineer, decompile, or disassemble any part of the App
- Use the App to transmit spam, malware, or other harmful content
- Attempt to gain unauthorised access to our systems or other users' accounts
- Scrape, harvest, or extract data from the App by automated means
- Use the App in a manner that could damage, disable, or impair its performance

5. User-Generated Content

5.1 Your Content

BestBefore allows you to upload images (profile pictures and space cover images) and enter food-related data. You retain ownership of any content you create or upload ('Your Content').

By uploading content to the App, you grant us a limited, non-exclusive, royalty-free licence to store, process, and display Your Content solely for the purpose of providing the App's services to you.

5.2 Content Standards

You are solely responsible for Your Content. You agree not to upload, post, or transmit any content that:

- Is unlawful, obscene, defamatory, threatening, or harassing
- Infringes the intellectual property rights of any third party
- Contains personal data of third parties without their consent
- Constitutes spam, advertising, or unsolicited commercial communications
- Contains malware, viruses, or other harmful code

5.3 Content Removal

We reserve the right to remove any content that violates these Terms or applicable law, without prior notice. We do not proactively review user-uploaded content.

6. AI-Powered Features

BestBefore uses artificial intelligence (powered by Google Gemini) to generate recipe suggestions based on your tracked food items. These suggestions are provided for informational and convenience purposes only.

You acknowledge that:

- AI-generated recipe suggestions may not always be accurate, complete, or suitable for your dietary needs or restrictions.
- You are responsible for verifying the safety and suitability of any recipe before following it.
- We do not guarantee the nutritional accuracy of any AI-generated content.
- AI features are subject to availability and may be modified or discontinued at any time.

7. Third-Party Services

The App integrates with the following third-party services to deliver its functionality:

- Supabase: Database and authentication infrastructure (EU-hosted)
- Firebase Cloud Messaging: Push notification delivery
- Google Gemini API: AI recipe generation
- Open Food Facts: Open-source food product database for barcode lookups

Your use of third-party services is subject to their respective terms of service and privacy policies. We are not responsible for the availability, accuracy, or conduct of third-party services.

8. Intellectual Property

All rights, title, and interest in and to the App — including its design, code, trademarks, logos, and content (excluding Your Content) — are owned by or licensed to SquaredEm / Matteo Miceli.

Nothing in these Terms grants you any right to use our trademarks, trade names, logos, or other brand identifiers without our prior written consent.

The App uses Open Food Facts data, which is made available under the Open Database Licence (ODbL). See openfoodfacts.org for details.

9. General Disclaimers

THE APP IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

To the fullest extent permitted by applicable law, we disclaim all warranties, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement
- Warranties that the App will be uninterrupted, error-free, or free of viruses or other harmful components
- Warranties regarding the accuracy or reliability of any information obtained through the App

Food safety disclaimers are addressed separately and in full in Section 10 below.

10. Food Safety Disclaimer

IMPORTANT — PLEASE READ CAREFULLY.

BestBefore is a food inventory and expiration tracking tool. IT IS NOT A FOOD SAFETY AUTHORITY, A CERTIFIED FOOD SAFETY TOOL, OR A SUBSTITUTE FOR PROFESSIONAL FOOD SAFETY, NUTRITIONAL, OR MEDICAL ADVICE.

Expiration dates shown in the App are based solely on data you enter or data retrieved from third-party sources (such as Open Food Facts). We do not independently verify the accuracy of any expiration date, product name, or food-related information displayed in the App.

BY USING BESTBEFORE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- The App does not guarantee that any food item is safe to consume.
- Expiration date reminders and notifications are informational only. They are not a guarantee of food safety or a certification that food is safe or unsafe to eat.
- The safety of food depends on many factors beyond expiration dates, including but not limited to storage temperature, handling practices, packaging integrity, and cross-contamination — none of which BestBefore monitors or evaluates.
- AI-generated recipe suggestions are provided for convenience only. They are not reviewed by qualified nutritionists, food safety experts, or any medical professional.
- You are solely and exclusively responsible for all decisions regarding the consumption of food in your household. You must always apply your own judgement and, where in doubt, discard food or consult a qualified professional.
- You have been made aware of this disclaimer at the time of account creation, via an explicit acknowledgement screen within the App, and you have confirmed your understanding of and agreement with it.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SQUARED EM AND MATTEO MICELI EXPRESSLY DISCLAIM ALL LIABILITY FOR ANY ILLNESS, BODILY INJURY, HARM, DEATH, OR LOSS OF ANY KIND (WHETHER DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL) ARISING FROM OR IN CONNECTION WITH:

- Consumption of food tracked or managed using the App
- Reliance on expiration dates, notifications, or any other information displayed in the App
- Reliance on AI-generated recipe suggestions
- Inaccurate or incomplete data retrieved from third-party food databases

Nothing in this clause limits liability for death or personal injury caused by our gross negligence or wilful misconduct, to the extent such limitation is not permitted by applicable law.

11. Limitation of Liability

To the fullest extent permitted by applicable law, SquaredEm / Matteo Miceli shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the App, including but not limited to:

- Loss of data or content
- Financial loss resulting from food waste or spoilage
- Any harm resulting from reliance on AI-generated recipe suggestions
- Service interruptions or downtime

Our total liability to you for any claim arising out of or in connection with these Terms or the App shall not exceed the amount you paid us in the twelve months preceding the claim (or EUR 50 if you have not paid us anything).

Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you.

11. Indemnification

You agree to indemnify, defend, and hold harmless SquaredEm, Matteo Miceli, and any affiliates, from and against any claims, liabilities, damages, losses, and expenses (including reasonable legal fees) arising out of or in any way connected with:

- Your use of the App in violation of these Terms
- Your Content
- Your violation of any applicable law or regulation
- Your infringement of any third-party rights

13. Service Availability and Changes

We do not guarantee that the App will be available at all times. We may suspend, modify, or discontinue the App or any of its features at any time, with or without notice. We will endeavour to provide advance notice of significant changes where reasonably practicable.

We are not liable for any interruption, suspension, or termination of the App or its features.

14. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of Austria, without regard to its conflict of law provisions.

Any disputes arising out of or in connection with these Terms or your use of the App shall be subject to the exclusive jurisdiction of the competent courts of Vienna, Austria.

If you are a consumer located in another EU member state, you may also benefit from mandatory consumer protection provisions of the law of your country of residence, which these Terms do not override.

For EU consumers, the European Commission provides an online dispute resolution platform at <https://ec.europa.eu/consumers/odr>.

15. EU Consumer Rights

If you are a consumer located in the European Union, you may have additional rights under applicable EU consumer protection laws, including:

- The right to receive clear pre-contractual information
- Rights under the EU Digital Content Directive (2019/770) regarding digital services
- Rights under applicable national consumer protection legislation

Nothing in these Terms limits or excludes your statutory rights as an EU consumer.

16. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible. The remaining provisions shall continue in full force and effect.

17. Entire Agreement

These Terms, together with our Privacy Policy (available within the App), constitute the entire agreement between you and SquaredEm / Matteo Miceli with respect to your use of the App, and supersede all prior agreements, representations, and understandings.

18. Contact Us

If you have any questions about these Terms, please contact:

Matteo Miceli / SquaredEm

Email: squaredem.app@gmail.com