

SpineWise

Terms and Conditions

Effective Date	21 February 2026
Last Updated	21 February 2026
Developers	Shobhik Gupta & Shrey Gupta
Website	https://spinewise.app
Support	support.spinewise@gmail.com
Governing Law	India
Jurisdiction	Surat, Gujarat, India

This document sets out the terms governing use of the SpineWise macOS application, website, and related features. It is prepared for App Store and in-app use and should be reviewed by a qualified legal professional before publication.

SpineWise is a posture-awareness and focus-support tool. It is not a medical device and does not provide medical advice, diagnosis, treatment, prevention, or cure.

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Terms and Conditions

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1. About SpineWise

These Terms and Conditions ("Terms") govern your access to and use of SpineWise, including the macOS application, website, related features, content, updates, and services provided by Shobhik Gupta & Shrey Gupta ("SpineWise," "we," "us," or "our").

SpineWise is a posture-awareness and focus-support application designed for personal use. The App uses supported AirPods motion sensor data to help users become more aware of head posture while working, studying, or using a Mac.

SpineWise may include real-time posture status, visual particle feedback, a macOS menu bar interface, posture calibration, reminders, local posture statistics, and a Focus Timer or Pomodoro-style timer.

2. Acceptance of Terms

By downloading, installing, accessing, or using SpineWise, you confirm that you have read, understood, and agreed to these Terms. If you do not agree with these Terms, please do not use the App.

If you use SpineWise on behalf of another person or organization, you confirm that you have authority to accept these Terms on their behalf.

3. Eligibility

You may use SpineWise only if you are legally permitted to do so in your country or region. If you are under the age required to enter into a binding agreement in your jurisdiction, you may use SpineWise only with permission and supervision from a parent or legal guardian.

4. Health Disclaimer

SpineWise is not a medical device. It does not provide medical advice, diagnosis, treatment, prevention, or cure for any condition, disease, injury, pain, posture disorder, or health issue.

Any posture feedback, reminders, visual indicators, statistics, or suggestions provided by SpineWise are for general awareness only. You should not rely on SpineWise as a substitute for professional medical advice, physical therapy, ergonomic consultation, diagnosis, or treatment.

If you have neck pain, back pain, headaches, dizziness, injury, chronic discomfort, or any health concern, consult a qualified healthcare professional.

5. Device Requirements

SpineWise requires a compatible Mac and compatible AirPods or Apple audio devices with supported motion tracking capabilities. Some devices may not support all SpineWise features.

- The App may not work properly if AirPods are not connected, not worn, unsupported, or not providing fresh motion data.
- Sensor performance may be affected by Bluetooth, battery, firmware, hardware, macOS permissions, or system conditions.
- SpineWise does not guarantee support for every AirPods model, macOS version, or device configuration.

6. Posture Tracking and Calibration

SpineWise may use a user-created calibration baseline to compare current head position against a preferred posture position.

Posture detection is an estimate based on available motion data. Results may be inaccurate, delayed, interrupted, or affected by device position, AirPods fit, movement, sensor quality, calibration quality, user behavior, permissions, system conditions, or hardware limitations.

You should treat SpineWise posture feedback as a helpful awareness tool, not as an exact measurement or medical assessment.

7. Focus Timer and Use Without AirPods

SpineWise may include a Focus Timer or Pomodoro-style feature. This timer may continue to operate even when AirPods are not connected or posture tracking is inactive.

When AirPods are disconnected, unavailable, not worn, paused, or not providing fresh motion data, SpineWise may continue the Focus Timer but should not treat posture tracking as active. Posture statistics, reminders, and posture states should only be based on supported, fresh AirPods motion data.

The Focus Timer is provided as a productivity-support feature only. It does not guarantee productivity, performance, health improvement, or posture correction.

8. Privacy and Local Data

SpineWise is designed with privacy in mind. Posture-related settings, calibration data, focus timer activity, and app preferences may be stored locally on your device.

Unless separately disclosed in our Privacy Policy, SpineWise does not collect, sell, transmit, or store your personal posture data on external servers. Privacy Policy: <https://spinewise.app/privacy>

9. Permissions

SpineWise may request or rely on certain system permissions or macOS capabilities, including motion data, notifications, launch at login, Bluetooth-related system behavior, or other macOS features. If you disable permissions, certain features may stop working or become limited.

SpineWise should only use public Apple APIs and standard macOS permission flows. The App does not require Screen Recording permission for normal posture tracking.

10. Notifications and Reminders

SpineWise may provide posture reminders, sitting reminders, focus timer alerts, or similar notifications if enabled. Notifications are informational only. You are responsible for deciding whether to follow, ignore, pause, or disable any reminder.

SpineWise is not responsible for missed, delayed, blocked, or disabled notifications, including notifications affected by macOS Focus, Do Not Disturb, system settings, permissions, or device behavior.

11. App Store Purchases, Subscriptions, and Refunds

If SpineWise is offered through the Apple App Store, all downloads, purchases, in-app purchases, subscriptions, renewals, cancellations, billing, taxes, and refunds may be handled by Apple through the App Store.

If SpineWise offers paid features, subscriptions, trials, or in-app purchases, applicable prices, billing periods, renewal terms, trial terms, and cancellation options will be shown through the App Store or inside the App before purchase.

If SpineWise is currently provided for free and does not include paid features, this section applies only if paid features are introduced later.

12. License and Apple Usage Rules

Subject to your compliance with these Terms, we grant you a limited, personal, non-exclusive, non-transferable, revocable license to use SpineWise for personal use on Apple-branded products that you own or control, and as permitted by Apple's applicable usage rules.

You may not copy, redistribute, sublicense, sell, rent, lease, transfer, modify, reverse engineer, decompile, or create derivative works from SpineWise except where such restriction is prohibited by applicable law.

13. Acceptable Use

You agree to use SpineWise only for lawful, personal, and intended purposes. You must not:

- Use SpineWise in any unlawful, harmful, abusive, or unauthorized way.
- Reverse engineer, decompile, modify, or attempt to extract the App's source code except where permitted by law.
- Copy, resell, sublicense, redistribute, or commercially exploit the App without written permission.
- Interfere with, disrupt, overload, or damage the App or related systems.
- Bypass, remove, or disable technical restrictions, licensing systems, payment systems, or App Store rules.
- Misrepresent SpineWise as a medical device or certified healthcare product.
- Use SpineWise in safety-critical situations where inaccurate feedback could cause harm.

14. Intellectual Property

SpineWise, including its name, logo, software, source code, design, interface, visual effects, particle feedback system, icons, graphics, text, branding, and related content, is owned by Shobhik Gupta & Shrey Gupta or their licensors and is protected by copyright, trademark, and other intellectual property laws.

These Terms do not transfer ownership of SpineWise or any intellectual property rights to you.

15. Feedback

If you provide feedback, ideas, suggestions, bug reports, feature requests, or other comments about SpineWise, you agree that we may use them without restriction or compensation to improve the App, develop new features, fix issues, or support users.

Do not submit confidential information through feedback unless we expressly agree in writing.

16. Third-Party Products and Services

SpineWise depends on third-party hardware, software, operating systems, and services, including macOS, AirPods, Bluetooth, Core Motion, the Apple App Store, and other Apple technologies.

Apple, AirPods, macOS, and related names are trademarks of Apple Inc. SpineWise is not affiliated with, endorsed by, sponsored by, or approved by Apple Inc. unless expressly stated.

We are not responsible for third-party hardware limitations, firmware changes, operating system changes, Bluetooth behavior, App Store policies, device compatibility, service interruptions, or restrictions caused by third-party systems.

17. Updates and Changes to the App

We may update, modify, improve, suspend, or discontinue any part of SpineWise at any time. Updates may add, remove, or change features, including posture tracking, calibration, focus timer behavior, particle feedback, device support, reminders, privacy controls, or compatibility requirements.

Some features may stop working if you do not install updates, update macOS, or use compatible hardware.

18. No Warranty

SpineWise is provided on an "as is" and "as available" basis. To the maximum extent permitted by law, we disclaim all warranties, whether express, implied, statutory, or otherwise, including warranties of accuracy, reliability, fitness for a particular purpose, merchantability, non-infringement, compatibility, uninterrupted operation, or error-free performance.

We do not guarantee that SpineWise will always detect posture accurately, remain connected to AirPods, provide uninterrupted feedback, preserve data, or work with every device, AirPods model, or macOS version.

19. Limitation of Liability

To the maximum extent permitted by law, Shobhik Gupta & Shrey Gupta will not be liable for any indirect, incidental, special, consequential, punitive, or exemplary damages arising from or related to your use of SpineWise.

This includes, but is not limited to, loss of data, loss of productivity, loss of profits, business interruption, device issues, health-related claims, reliance on posture feedback, missed reminders, inaccurate posture detection, or inability to use the App.

Your use of SpineWise is at your own discretion and risk. Nothing in these Terms limits liability where such limitation is prohibited by applicable law.

20. Indemnity

You agree to indemnify and hold harmless Shobhik Gupta & Shrey Gupta from any claims, damages, losses, liabilities, costs, or expenses arising from:

- Your use or misuse of SpineWise.
- Your violation of these Terms.
- Your violation of applicable law.
- Your reliance on SpineWise as medical or professional advice.
- Your infringement of any third-party rights.

21. Termination

You may stop using SpineWise at any time. We may suspend or terminate access to the App or certain features if you violate these Terms, misuse the App, or if continued operation becomes technically, legally, commercially, or practically unavailable.

Sections relating to intellectual property, disclaimers, limitation of liability, indemnity, governing law, and dispute resolution will continue to apply after termination.

22. Changes to These Terms

We may update these Terms from time to time. If we make material changes, we may notify users through the App, website, App Store listing, email, or another reasonable method.

The updated Terms will become effective when posted or otherwise made available. Your continued use of SpineWise after the updated Terms become effective means you accept the updated Terms.

23. Governing Law and Jurisdiction

These Terms are governed by the laws of India, without regard to conflict-of-law principles.

Subject to any mandatory consumer protection rights that may apply in your country or region, the courts located in Surat, Gujarat, India shall have jurisdiction over disputes arising from or relating to these Terms or your use of SpineWise.

24. Apple-Specific Terms

If you downloaded SpineWise from the Apple App Store, you acknowledge that these Terms are between you and the developers of SpineWise, not Apple.

Apple is not responsible for SpineWise, its content, maintenance, support, warranties, or claims relating to the App, except as required by applicable law or Apple's own terms. You and we acknowledge that Apple has no obligation to furnish maintenance or support services for SpineWise.

You must also comply with Apple's applicable App Store, Apple Media Services, Apple Developer, and device usage terms. Apple and its subsidiaries are third-party beneficiaries of this section and may enforce this section against you where applicable.

25. Export and Legal Compliance

You agree to comply with all applicable local, national, and international laws and regulations when using SpineWise. You may not use, export, re-export, or transfer SpineWise in violation of applicable export control laws, sanctions, or regulations.

26. Entire Agreement

These Terms, together with the Privacy Policy and any additional terms presented inside the App or App Store listing, form the entire agreement between you and Shobhik Gupta & Shrey Gupta regarding your use of SpineWise.

If any part of these Terms is found unenforceable, the remaining sections will continue to apply.

27. Contact

If you have questions about these Terms, SpineWise, support, privacy, or device compatibility, contact us at support.spinewise@gmail.com. Website: <https://spinewise.app>. Developers: Shobhik Gupta & Shrey Gupta. Location: Surat, Gujarat, India.