



Terms of Use for Shhwasted

Last updated: 26th February 26

These Terms of Use ("Terms") constitute a legally binding agreement between you ("User", "you", or "your") and **KD Hospitality and Developers LLP** ("Company", "we", "our", or "us") governing your access to and use of the **Shhwasted** mobile application (the "App").

By creating an account, accessing, or using the App, you agree to be bound by these Terms. If you do not agree, do not use the App.

1. Eligibility

The App is intended **only for individuals who are 18 years of age or older**.

By using Shhwasted, you represent and warrant that:

- You are at least 18 years old
- You are legally permitted to consume alcohol in your jurisdiction
- You have the legal capacity to enter into these Terms

We reserve the right to suspend accounts suspected of underage use.

2. Nature of the Service

Shhwasted provides **estimated Blood Alcohol Content (BAC)** calculations based on information voluntarily provided by users.

Important

- The App is for **informational and entertainment purposes only**.
 - The App is **not a medical device**.
 - The App does **not provide medical, legal, or safety advice**.
 - BAC results are estimates and may be inaccurate.
-

3. Critical Safety Warning

You expressly acknowledge and agree:

- Alcohol affects individuals differently
- BAC calculations may be incorrect
- The App must **never** be used to determine fitness to drive
- You are solely responsible for your decisions and actions

Never drink and drive.

To the maximum extent permitted by law, the Company disclaims liability arising from reliance on BAC estimates.

4. User Accounts

To use certain features, you must create an account.

You agree to:

- Provide accurate and complete information
- Maintain the confidentiality of your login credentials
- Be responsible for all activity under your account
- Notify us of any unauthorized access

We may suspend or terminate accounts that violate these Terms.

5. User Input and Content

The App allows you to submit information, including drink details and photos.

You represent and warrant that:

- You have the right to submit the content
- Your content does not violate any law
- Your content does not infringe third-party rights

You retain ownership of your content, but grant us a limited license to process it solely to operate the App.

6. AI and Photo Processing

Shhwasted uses artificial intelligence tools to analyze drink photos.

By using the camera feature, you acknowledge:

- Image recognition may be imperfect
 - Results are automated estimates
 - Photos are processed temporarily and not permanently stored
 - AI output should not be relied upon for safety-critical decisions
-

7. Prohibited Uses

You agree NOT to:

- Use the App for unlawful purposes
- Attempt to reverse engineer or hack the App
- Interfere with App security
- Impersonate another person
- Upload harmful, abusive, or illegal content
- Use the App while driving in violation of applicable laws

8. Intellectual Property

All rights in the App, including software, design, trademarks, and content, are owned by **KD Hospitality and Developers LLP** or its licensors.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial use.

You may not:

- Copy
- Modify
- Distribute
- Sell
- Reverse engineer

any part of the App without written permission.

9. Privacy

Your use of the App is also governed by our **Privacy Policy**, which explains how we collect and process data.

10. Disclaimer of Warranties

To the fullest extent permitted by law, the App is provided "**AS IS**" and "**AS AVAILABLE**" without warranties of any kind, express or implied, including:

- Accuracy of BAC estimates
 - Fitness for a particular purpose
 - Uninterrupted or error-free operation
 - Reliability of AI recognition
-

11. Limitation of Liability

To the maximum extent permitted by law, **KD Hospitality and Developers LLP** shall not be liable for:

- Any decisions made based on BAC estimates
- Driving or alcohol-related incidents
- Indirect, incidental, special, or consequential damages
- Loss of data or profits
- User misuse of the App

Your use of the App is at your sole risk.

12. Indemnification

You agree to indemnify and hold harmless **KD Hospitality and Developers LLP** from any claims, damages, losses, or expenses arising out of:

- Your misuse of the App
 - Your violation of these Terms
 - Your violation of any law or third-party rights
-

13. Termination

We may suspend or terminate your access at any time if:

- You violate these Terms
- We suspect misuse
- Required by law
- For business reasons

You may stop using the App at any time.

14. Changes to the App or Terms

We may:

- Modify or discontinue features

- Update these Terms

Continued use after updates constitutes acceptance.

15. Governing Law and Jurisdiction

These Terms are governed by the laws of **India**.

Any disputes shall be subject to the exclusive jurisdiction of the courts in **Mumbai, Maharashtra**.

16. Grievance Contact (India)

In accordance with applicable Indian law:

KD Hospitality and Developers LLP

Email: info@kddevelopers.com

Location: Mumbai, India


17. Contact

For questions about these Terms:

KD Hospitality and Developers LLP

 info@kddevelopers.com

 Mumbai, India

 App: Shhwasted