

PRIVACY POLICY

This privacy policy was last updated on 1 February 2023.

At Smudg, we are committed to protecting the privacy of our users. This privacy policy explains how we collect, use, and protect the information collected through our iOS app that uses facial recognition technology.

Data Collection

Our app uses facial recognition technology to recognize and identify users. This technology collects data from the camera and the photos stored on your device (if you have granted us permission to access your camera or camera roll). The data collected includes information about your facial features such as skin tone, skin type, skin concerns, and patterns which is used to identify you.

We collect information from you when you register on the Smudg app, or subscribe to our newsletter, or use our app features like liking products, saving products or giving product ratings, feedback and so on. When registering on our app, as and when appropriate, you may be asked to enter your name, gender, e-mail address, mailing address, or phone number.

Data Use

The data collected through our facial recognition technology is used to provide you with personalized experiences such as personalised product recommendations, personalised skin routine and makeup look suggestions and to improve the functionality of our app. We do not share this information with third parties, except as required by law or to provide you with our services.

Data Protection

We use industry-standard security measures to protect the information collected through our facial recognition technology or otherwise. However, no method of transmission over the internet or electronic storage is 100% secure. We cannot guarantee the security of your information, and you use our app at your own risk.

User Control

You have the right to control the information collected through our facial recognition technology. You can choose to stop using the technology at any time by going to the app's settings and disabling it. You can also request that your data be deleted by contacting us at hello@smudg.co.

User Consent

By using our site and mobile application, you consent to our privacy policy.

Changes to this Privacy Policy

We may update this privacy policy from time to time to reflect changes in our privacy practices or to comply with changing laws and regulations. If we make any material changes to this policy, we will provide you with notice through the app or by email.

Contact Us

If you have any questions or concerns about this privacy policy, please contact us at hello@smudg.co.

TERMS OF USE

This terms of use was last updated on 1 February 2023.

Smudg app is for illustrative, reference, educational, and entertainment purposes only. The information or content on this app is not intended to be a substitute for a visit to your dermatologist or skincare professional or medical practitioner. Anyone with skin problems should visit a dermatologist or skincare professional or medical practitioner for prompt diagnosis and treatment. Smudg does not endorse or warrant the success of any recommended or featured product(s), recommended or featured skincare routine(s) or beauty looks or any skincare or beauty tips, consultation or treatment and is not engaged in providing personal medical advice or treatment.

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS APP.

By using this app, you agree to these Terms of Use. If you do not agree to all of these Terms of Use, please do not use this app. Smudg may revise and update these Terms of Use at any time. Your continued usage of the Smudg app ("Smudg App," or the "App,") will mean you accept those changes.

THIS APP DOES NOT PROVIDE MEDICAL ADVICE OR ANY MEDICAL CONSULTATION.

THE CONTENTS OF THE SMUDG APP, SUCH AS TEXT, GRAPHICS, IMAGES, PRODUCT INFORMATION OBTAINED FROM SMUDG'S LICENSORS, AND OTHER MATERIAL CONTAINED ON THE SMUDG APP ("CONTENT") ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTENT IS NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS, OR TREATMENT. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN, DERMATOLOGIST OR OTHER QUALIFIED SKIN PROFESSIONALS WITH ANY QUESTIONS YOU MAY HAVE REGARDING A MEDICAL CONDITION OR A SKIN CONDITION. NEVER DISREGARD PROFESSIONAL MEDICAL ADVICE OR DELAY IN SEEKING IT BECAUSE OF SOMETHING YOU HAVE READ ON THE SMUDG APP. IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR IMMEDIATELY. SMUDG DOES NOT RECOMMEND OR ENDORSE ANY SPECIFIC TESTS, PHYSICIANS, PRODUCTS, PROCEDURES, OPINIONS, OR OTHER INFORMATION THAT MAY BE MENTIONED ON THE APP. RELIANCE ON ANY INFORMATION PROVIDED BY SMUDG, SMUDG EMPLOYEES, OTHERS APPEARING ON THE APP AT THE INVITATION OF SMUDG, OR OTHER VISITORS TO THE APP IS SOLELY AT YOUR OWN RISK.

Children's Privacy

We are committed to protecting the privacy of children. You should be aware that this App is not intended or designed to attract children under the age of 18. We do not collect personally identifiable information from any person we know is a child under the age of 18.

Use of Content

The use of the Smudg App and the Content is at your own risk.

The Smudg Product Match Score ("Score") or Product Match Tag ("Tag") is derived from a combination of product data collected by Smudg and app users. This Score, as well as other posted metrics, are for educational and informational purposes only. Smudg attempts to be as accurate as possible, but despite our best efforts, errors may appear from time to time. Before you act on information you have found on the Smudg platform, you should confirm any facts that are important to your decision. Smudg is not responsible for, and cannot guarantee the performance of any product featured on the platform.

Product match scores and Ingredient match scores are based on a calculation made using the listed ingredients on the store brand product and the name brand product. Smudg does not conduct any independent ingredient testing, and relies solely on the labels provided by the manufacturers of the products. For information on labelling requirements, please visit the FDA's websites.

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When using the Smudg App, information will be transmitted over a medium that may be beyond the control and jurisdiction of Smudg and its suppliers. Accordingly, Smudg and its Licensors assume no liability for or relating to the use, delay, failure, interruption, or corruption of any data/content including selfie images/photographs or other information collected or transmitted in connection with use of the Smudg App.

THE SMUDG APP AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. SMUDG, ITS LICENSORS, AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

WITHOUT LIMITING THE FOREGOING, SMUDG, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, CORRECTNESS, OR TIMELINESS OF THE CONTENT, SOFTWARE, TEXT, GRAPHICS, LINKS, OR

COMMUNICATIONS PROVIDED ON OR THROUGH THE USE OF THE SMUDG APP.

In no event shall Smudg, its licensors, its suppliers, or any third parties mentioned on the Smudg App be liable for any damages (including, without limitation, incidental and consequential damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Smudg App or the Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not Smudg, its licensors, its suppliers, or any third parties mentioned on the Smudg App are advised of the possibility of such damages. Smudg, its licensors, its suppliers, or any third parties mentioned on the Smudg App are not liable for any personal injury, including death, caused by your use or misuse of the App or Content. Any claims arising in connection with your use of the App or any Content must be brought within one (1) year of the date of the event giving rise to such action occurred. Remedies under these Terms of Use are exclusive and are limited to those expressly provided for in these Terms of Use.

While we work to ensure that product information is correct, on occasion manufacturers may alter their ingredient lists or there may be human error. Actual product packaging and materials may contain more and/or different information than that shown on our website. We recommend that you do not solely rely on the information presented and that you always read labels, warnings, and directions before using or consuming a product. For additional information about a product, please contact the manufacturer. Content on this site is for reference purposes and is not intended to substitute for advice given by a physician, pharmacist, or other licensed healthcare professional. You should not use this information as self-diagnosis or for treating a health problem or disease. Contact your healthcare provider immediately if you suspect that you have a medical problem. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. Smudg assumes no liability for inaccuracies or misstatements about products.

Other Users

Each Smudg App user is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by you or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with other Smudg App users are solely between you and such users. You agree that Smudg will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Smudg App user, we are under no obligation to become involved.

User Submissions and Privacy Policy

The information you submit to Smudg is governed by the Smudg Privacy Policy. Please read the Smudg Privacy Policy carefully before using the Smudg app.

Account Creation

In order to use certain features of the Services, you must register for an account (“Account”) and provide certain information about yourself as prompted by the account registration form. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information. You may delete your Account at any time, for any reason, by following the instructions on the Services.

Account Responsibilities

You are responsible for maintaining the confidentiality of your Account login information and are fully responsible for all activities that occur under your Account. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

Advertisements, Searches, and Links to Other Apps

Smudg may provide links to third-party web apps. Smudg also may select certain apps as priority responses to search terms you enter and Smudg may agree to allow advertisers to respond to certain search terms with advertisements or sponsored content. Smudg does not recommend and does not endorse the content on any third-party apps. Smudg is not responsible for the content of linked third-party apps, apps framed within the Smudg App, third-party apps provided as search results, or third-party advertisements, and does not make any representations regarding their content or accuracy. Your use of third-party apps is at your own risk and subject to the terms and conditions of use for such apps. Smudg does not endorse any product, service, or treatment advertised on the Smudg App.

Indemnity

You agree to defend, indemnify, and hold Smudg, its officers, directors, employees, agents, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Feedback

If you provide Smudg with any feedback or suggestions regarding the Services (“Feedback”), you hereby assign to Smudg all rights in such Feedback and agree that Smudg shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Smudg will treat any Feedback you provide to Smudg as nonconfidential and non proprietary. You agree that you will not submit to Smudg any information or ideas that you consider to be confidential or proprietary.

General

When you access the Smudg from any country, USA and others, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Jurisdiction

You expressly agree that exclusive jurisdiction for any dispute with Smudg, or in any way relating to your use of the Smudg App, resides in the courts of Singapore.

Notice and Takedown Procedures; and Copyright Agent

If you believe any materials accessible on or from the app infringe your copyright, you may request removal of those materials (or access thereto) from this app by contacting Smudg at hello@smudg.co

Ownership

Excluding any User Content that you may provide, you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, and its content are owned by Smudg. Neither these Terms (nor your access to the app and its features or services) transfers to you or any third party any rights, title or interest in or to such intellectual property rights. Smudg reserves all rights not granted in these Terms.

Modification

Smudg reserves the right, at any time, to modify, suspend, or discontinue the Smudg App (in whole or in part) with or without notice to you. You agree that Smudg will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

No Support or Maintenance

You acknowledge and agree that while we will try our best to answer your queries regarding the Smudg App, Smudg will have no obligation to provide you with any support or maintenance in connection with the Smudg App.

Term and Termination

Subject to this Section, these Terms will remain in full force and effect while you use the Smudg App. We may suspend or terminate your rights to use the Smudg App (including your Account) at any time for any reason at our sole discretion, including for any use of the Smudg App in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Smudg App will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content.

Enforcement

We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

Email and Messaging

By signing up and agreeing to the Terms of Service, you are allowing Smudg to send email and text messages to the number and email you provided. Messages will contain Smudg App information regarding upcoming releases, feature updates or product and skin routine recommendations. Message frequency may vary. Message

and data rates may apply. Carriers are not liable for delayed or undelivered messages. Please refer to the Privacy Policy for more information.

Electronic Communications

The communications between you and Smudg use electronic means, whether you use the Smudg App or send us emails, or whether Smudg posts notices on the Smudg App or communicates with you via email. For contractual purposes, you (a) consent to receive communications from Smudg App in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Smudg provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your nonwaivable rights.

Changes

These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an email to the last email address you provided to us (if any), and/or by prominently posting notice of the changes on our Services. You are responsible for providing us with your most current email address. In the event that the last email address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the email containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Services. These changes will be effective immediately for new users of our Services. Continued use of our Services following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

Contact

If you have any questions or concerns about this terms of use, please contact us at hello@smudg.co.

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