# ClientCore: General Terms and Conditions and Privacy Policy

> DRAFT. Not reviewed by a lawyer. Operator: Dev-Harbour EOOD, office@dev-harbour.com. Effective 29 October 2026.

## Part 1. General Terms and Conditions

**1. Who we are and what these terms cover**

These General Terms and Conditions govern your use of the ClientCore website and of the ClientCore apps (web, back-office and mobile), together "the Service". The Service is provided by Dev-Harbour EOOD ("we", "us"). Contact: office@dev-harbour.com.

By creating an account, accepting an invitation or using the Service you agree to these terms. If you do not agree, do not use the Service.

**2. What ClientCore is**

ClientCore is a fitness platform for trainers (coaches) and the people they train (trainees). Trainers plan training regiments, sessions and meal plans, trainees carry them out and log workouts, meals and measurements, and both can exchange messages.

ClientCore is a tool. The trainer, not ClientCore, designs and is responsible for the programs, advice and feedback given to a trainee.

**3. Accounts and access**

Registration is by invitation from a trainer or studio. You must be at least 16 years old, give accurate information and keep it up to date. One account belongs to one person.

Sign-in uses a one-time code sent to your email or phone. Keep your devices and codes private. You are responsible for activity under your account; tell us promptly if you suspect misuse.

**4. Health and fitness disclaimer**

ClientCore is not a medical device and does not give medical advice, diagnosis or treatment. Training, nutrition and health information in the Service is general and does not replace a doctor or other qualified professional.

Talk to a doctor before starting or changing an exercise or nutrition program, especially if you have an injury, a medical condition or are pregnant. Stop exercising and seek help if you feel pain, dizziness or unwell. You use training and nutrition content at your own risk. Suggestions generated with the help of AI are drafts for a trainer to review; they are not applied automatically and are not professional advice.

**5. Your content and messages**

You keep ownership of what you enter or upload (workouts, meals, measurements, messages, photos). You give us a limited, non-exclusive licence to store, process and display it only to provide the Service to you and the people you choose to share it with.

Do not send unlawful, abusive, harassing, hateful, sexual or misleading content, and do not upload photos of other people without their permission. Chat messages and photos can be reported; we may review reported content, remove it and, in serious cases, suspend the account. A ClientCore team member can join a chat only when you or the other person asks for help.

### 6. Acceptable use

You agree not to:

- break the law or infringe the rights of others using the Service
- try to access other people's accounts or data, or probe, disrupt or overload the Service
- copy, scrape, reverse engineer or resell the Service, except as the law allows
- use the Service to give medical treatment or to harm yourself or anyone else
- misuse invitations, directory listings or coaching requests, for example for spam

### 7. Subscriptions, prices and payment

Using ClientCore as a trainee is free. Trainers have a free tier with limits (for example on the number of teams and trainees) and paid tiers that raise or remove those limits. Current tiers, limits and prices are shown in the app before you buy.

Paid tiers are bought through the Apple App Store or Google Play and managed with RevenueCat. Payment, billing, renewal, cancellation and refunds are handled by Apple or Google under their terms; we never see your card details. Subscriptions renew automatically until you cancel in your store's subscription settings. Deleting your account does not cancel a store subscription.

Prices include applicable taxes unless the store shows otherwise. If a paid tier ends, your data stays, but limits of the free tier apply again.

### 8. Right of withdrawal (consumers)

If you are a consumer in the European Union you may have a legal right to withdraw from a distance contract within 14 days. For digital services and digital content, this right may be lost once performance has started with your agreement and your acknowledgement that you lose it. The store through which you buy applies its own refund rules, which apply in addition to your statutory rights. Nothing in these terms limits rights you cannot waive by law.

### 9. Intellectual property

The Service, its software, design, text, exercise and recipe catalogues, and the ClientCore name and logo belong to us or our licensors. We give you a personal, non-exclusive, non-transferable right to use the Service under these terms. Programs, recipes and other content created by a trainer belong to that trainer (or as agreed between the trainer and a studio), subject to the licence in section 5.

### 10. Availability and changes to the Service

We work to keep the Service available but do not promise uninterrupted or error-free operation. We may add, change or remove features, and carry out maintenance. If we make a change that materially reduces what a paying trainer bought, we will tell you in advance where possible.

### 11. Liability

Nothing in these terms excludes or limits liability that cannot be excluded by law, including for intent or gross negligence, for death or personal injury caused by our fault, or for consumer rights that cannot be waived.

Subject to that, and to the extent the law allows: we are not liable for indirect or consequential loss, lost profit or lost data that we could not reasonably foresee, or for how a trainer or trainee uses programs, advice or content; and our total liability to you for a claim arising from the Service is limited to the amount you paid us for the Service in the 12 months before the event (or EUR 100 if you paid nothing). Trainers are solely responsible for their coaching and for their agreements with their trainees.

### 12. Suspension, termination and account deletion

You can stop using the Service at any time and delete your account in the app (Settings, Delete my account). Deleting erases your data as described in the Privacy Policy; some things must be handed over first (for

example active trainees or an organisation you own).

We may suspend or end access if you seriously or repeatedly break these terms, if required by law, or to protect users or the Service. Where reasonable we will warn you first and explain why.

### 13. Privacy

How we handle personal data, including health data, is described in our Privacy Policy, which forms part of these terms.

### 14. Changes to these terms

We may change these terms, for example when the Service or the law changes. For material changes we will tell you in the app or by email before they apply. If you keep using the Service after the effective date you accept the new terms; if you do not agree, you can stop and delete your account.

### 15. Governing law, complaints and disputes

These terms are governed by the law of the Republic of Bulgaria. Mandatory consumer-protection rules of the country where you live continue to apply to you as a consumer. Disputes are decided by the competent Bulgarian courts, without limiting your right as a consumer to bring a claim in the courts of your country of residence.

Please contact us first at the address below so we can try to resolve a complaint. Consumers can also contact the Bulgarian Consumer Protection Commission (Комисия за защита на потребителите, www.kzp.bg) or use the European Commission's online dispute resolution information at ec.europa.eu/consumers/odr.

### 16. Contact

Questions about these terms: office@dev-harbour.com. Operator: Dev-Harbour EOOD.

## Part 2. Privacy Policy: this website

### Who is responsible

Dev-Harbour EOOD is the controller of the personal data described here. Contact: office@dev-harbour.com.

This policy covers this marketing website only. The ClientCore apps have their own privacy policy.

### What we collect

When you use the contact form we collect only what you type into it:

- Name
- Work email
- Organisation
- Message

### Abuse protection

To limit spam and automated abuse, the contact endpoint stores a SHA-256 hash of your IP address (never the address itself) together with a request counter and time, and uses it to throttle repeated submissions. A hash of an IP address is pseudonymised, not anonymous, so we treat it as personal data.

### Cookies and analytics

This website does not use cookies. There is no analytics, advertising or tracking software on it. The only thing kept in your browser is your light or dark theme choice, stored locally on your device and never sent to us.

### Why we use it, and who receives it

We use your contact form details only to read and answer your message (legitimate interest in replying to business enquiries, GDPR Art. 6(1)(f), or steps at your request before a contract, Art. 6(1)(b)). We do not sell personal data.

Your message is not stored by the website. It is delivered by email through Brevo (our email delivery provider) to office@dev-harbour.com. Our processors are: Firebase Hosting (Google) for the website, Google Cloud Functions and Firestore (Google) for the contact endpoint and the hashed throttle counter, and Brevo for email delivery. Our contact function runs in Frankfurt (Google Cloud region europe-west3). Each provider processes data on our behalf under its standard data processing terms.

### How long we keep it

Contact messages live in our office mailbox and in Brevo's own delivery logs. We keep an enquiry for as long as we need it to answer you and to keep ordinary business records, then delete it; you can ask us to delete it earlier. Brevo keeps its delivery logs for the period set by its own retention settings.

The hashed IP throttle counters are short-lived abuse-protection records. They are not currently deleted automatically; they hold no name, email or message, only a hash, a counter and a time.

### Your rights

You can ask us at office@dev-harbour.com for access to your data, for its correction or erasure, or object to our use of it. You can also complain to the Bulgarian Commission for Personal Data Protection (КЗЛД, Комисия за защита на личните данни), www.cpdp.bg, or to the authority in your own country.

## Part 3. Privacy Policy: ClientCore apps (web, back-office, mobile)

Effective 29 October 2026

ClientCore is a fitness app for trainers and the people they train. This policy explains what we collect, why, who sees it, and how you control it.

### 1. Who is responsible

Dev-Harbour EOOD ("we") is the controller of your personal data. Contact: office@dev-harbour.com.

### 2. What we collect

**Account.** Your email address and/or phone number, your name as entered by you or your trainer's invitation, a unique account ID, and which trainer or studio you are connected to.

**Training.** Workouts you log (exercises, sets, repetitions, load, timing), the programs and sessions assigned to you, and your schedule.

**Personal workouts.** Workouts you build yourself (name, optional description, exercises) and the sessions you train from them. They are private to you: they are not listed to any trainer.

**Trainer directory (trainers).** Only if a trainer turns on "List me in the directory", other signed-in users of the app can see that trainer's display name, headline, bio, specialties, languages, the name of their studio, and whether they are taking new clients. The listing is off by default and can be hidden or edited at any time.

**Coaching requests.** When you ask a listed trainer to coach you, the trainer receives your display name and the optional message you write (up to 300 characters), and you see the trainer's display name and the request status. No health data, measurements or workouts are sent with a request. If the trainer accepts, you join their studio and they become your trainer; sharing your health summaries or body measurements with them stays a separate choice (section 3). Your other open requests are then withdrawn.

**Nutrition.** Meals, water, recipes and meal plans you log or are assigned, star ratings (1 to 5) you give recipes, and foods you create. When you search for a food or scan a barcode, the search text or barcode is sent to our servers, which query a public food database to answer. We do not send your name, email or account ID to that database.

**Body and activity summaries from your phone's health store.** Only if you connect Apple Health (iPhone) or Health Connect (Android) and allow access, the app reads, per day: steps, active energy, your most recent weight, number and total minutes of workouts recorded by other apps or devices, and sleep (minutes asleep, sleep stages where your device records them, and the start and end time of your night). The app uploads **daily summaries only, never individual readings or raw samples**. A day with no data for a measurement simply has no value; we never fill it with zero. Each upload also carries a random identifier of this app installation (it is not your device's hardware identifier, and a reinstall creates a new one) and the time the data was read, so that two of your devices merge per measurement instead of overwriting each other. The app's own sync bookmark never leaves your device. The Android app only reads; it does not write to Health Connect.

**Body measurements you enter.** If you use Settings, Measurements, the measurements you type in yourself: weight, height, body-fat percentage and circumferences, each with its date and an optional note. They are never read from Apple Health or Health Connect. When you finish a workout, our servers use your most recent entered weight at that time to estimate the approximate calories of the workout. The estimate and the weight used are stored with that workout in your account and are shown only to you, never to your trainer.

**Messages.** Messages your trainer sends you in the app. The messages and photos you send in a coach chat are covered under **Coach chat** below.

**Coach chat.** Once a coach accepts your request, you and your coach can chat. We store the messages you both send (text, photos with an optional caption, and cards that point to a food plan or scheduled workouts), when each of you last read the chat, and unread counts. Photos are sent only when you choose one (from the camera or your photo library); the app shrinks the photo and removes its location data on your phone before upload. Photos are stored privately, never publicly, and are shown only through links that expire after a few minutes: to the people in the chat, to a ClientCore team member who joins the chat at your or the other person's request (they see the whole history, photos included), and to ClientCore reviewers for a photo that was reported (see section 4). A photo is deleted 30 days after it was sent (the message stays, shown as an expired photo); a photo with an open report is kept until the report is resolved, then deleted. You can delete a message you sent at any time (for everyone), or hide any message from your own view. If you **report** a message, we store the reason and your optional note (up to 300 characters). If you **ask ClientCore for help** in a chat, we store the reason and your optional note (up to 300 characters). A chat never shares your health summaries or body measurements with your coach: that stays a separate choice (section 3). Notifications about new messages never contain the message text.

**Notifications.** If you turn reminders on in Settings (we never ask on launch), the app sends our servers your phone's push token, your platform (iPhone or Android), your app language, which reminder types you chose, and your quiet-hours window with your phone's time zone. Notifications never contain message text or health values. The token is removed when you sign out and when you delete your account.

**Subscriptions and purchases.** If you (as a trainer) buy a subscription, the purchase is made with Apple (App Store) or Google (Google Play) and managed by RevenueCat. RevenueCat receives your account ID (as its app user ID) and your purchase and subscription history; we receive your subscription status. We never see your card or billing details.

**AI-assisted regiment suggestions (trainers).** When a trainer uses "AI suggest" to draft a training regiment for a trainee, our server sends an AI service (Anthropic) only aggregated, pseudonymous information: goals, experience level, available equipment, injury tags the trainer picked from a fixed list, and a summary of the trainee's recent workouts (which exercises, how many sets, reps and loads, and how often). It never includes names, email addresses, phone numbers or account IDs, and it never includes health summaries from Apple Health or Health Connect. Nothing the AI returns is applied automatically: the trainer reviews and edits it first. If the AI service is unavailable or not configured, a rules-based suggestion is built on our servers instead.

**Training locations.** Places you add yourself (a name or a map link you paste). The app does not use your device's GPS and does not request location permission.

**Diagnostics.** If the app crashes or reports an error, Firebase Crashlytics receives the error details, device model, operating system version, app version and a random installation identifier.

**Stored only on your device.** Your language, units and app-lock preference, your body-weight goal, and your last health-sync marker. If you enable the app lock, Face ID or your fingerprint is checked by your phone's operating system; we never receive biometric data.

**What we do not collect.** No advertising identifier, no precise or background location, no contacts, no microphone access, no photos except the ones you choose to send in a coach chat (the app asks for camera or photo-library access only the first time you tap the camera or gallery button there, and only the photo you pick is sent), no analytics or advertising SDKs, no background health delivery, and no tracking across other companies' apps or websites. We do not sell personal data.

### 3. Why we use it, and our legal bases (GDPR)

| Purpose | Data | Legal basis |
|---|---|---|
| Create and secure your account, sign you in with a one-time code | account data | Contract, Art. 6(1)(b) |

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|---|---|---|
| Provide training, nutrition and scheduling features | training, nutrition, messages, locations, personal workouts | Contract, Art. 6(1)(b) |
| List a trainer in the directory and pass coaching requests between a trainee and the trainer they chose | directory listing, request (display names, optional message, status) | Contract, Art. 6(1)(b); the listing is opt-in |
| Show your own health summaries and trends in your account | health summaries | Explicit consent, Art. 9(2)(a): your allowing Apple Health / Health Connect access, which you can revoke in your phone settings |
| Let **your trainer** see your health summaries | health summaries | Explicit consent, Art. 9(2)(a): a separate in-app switch, off by default |
| Store and show your own body measurements | body measurements | Explicit consent, Art. 9(2)(a): you choose to enter them |
| Let **your trainer** see your body measurements | body measurements | Explicit consent, Art. 9(2)(a): a separate in-app switch, off by default |
| Send the reminders you turned on | push token, platform, language, reminder choices, quiet hours | Consent, Art. 6(1)(a): you turn each reminder on in Settings and can turn it off at any time |
| Sell and unlock paid trainer tiers | account ID, purchase and subscription status | Contract, Art. 6(1)(b) |
| Draft a regiment for a trainee with AI at the trainer's request | aggregated goals, equipment, injury tags, workout-pattern summary | Contract, Art. 6(1)(b); legitimate interest, Art. 6(1)(f), in useful coaching tools. |
| Let you and your coach chat, keep the history, handle reports and help requests | chat messages, photos, plan cards, read markers, reports, help requests | Contract, Art. 6(1)(b); reviewing reports and joining a chat when asked for help: legitimate interest, Art. 6(1)(f), in a safe service. |
| Find and fix crashes | diagnostics | Legitimate interest, Art. 6(1)(f), in a stable app |

**Two separate permissions.** Allowing the app to read Apple Health or Health Connect does **not** share anything with your trainer. Sharing is a second, separate choice ("Share my health summary with my trainer"). It is off by default, names one trainer, covers daily summaries only, and you can turn it off at any time. When you do, your trainer's access stops immediately. Sharing your body measurements is a third, equally separate switch ("Share body measurements with my trainer"), also off by default and revocable at any time.

### 4. Who sees your data

- **You.**
- **Your trainer**, for training and nutrition data you are connected through, for health summaries only while sharing is on, and for body measurements only while measurement sharing is on. Your personal workouts are not shown to your trainer.
- **A trainer you send a coaching request to**: your display name and your optional message.
- **Other signed-in users**, for a trainer's directory listing (name, headline, bio, specialties, languages, studio name), only while the trainer has it switched on.
- **Your coach chat**: the other person in the chat (your coach, or the person you coach) sees the messages and photos you send. A **ClientCore team member** can read a chat only after you or the other person asks ClientCore for help, and only while they are joined; they see the whole chat history (the help screen says so before you send the request), both of you see "ClientCore team joined" and "ClientCore team left", their messages are labeled, and every time they read the chat it is logged. If a message is **reported**, ClientCore reviewers see that message (and that photo) only, to decide whether to remove it., like the other sharing notes.
- **Our service providers (processors):** Google Firebase (authentication, database, cloud functions, crash reporting; the cloud functions run in Frankfurt, europe-west3), Brevo (sends sign-in code and invitation emails), Firebase Cloud Messaging and Apple's push service (deliver notifications you

turned on), RevenueCat together with Apple and Google (subscriptions and purchase history), Anthropic (AI regiment suggestions, aggregated pseudonymous input only), and Google's SMS delivery for phone sign-in codes. Crash reports are processed by Google Firebase Crashlytics and may be stored in the United States under Google's standard contractual clauses.
- **Authorities**, only where the law requires it.

We do not share data with advertisers or data brokers.

**5. How long we keep it**

We keep your data until you delete your account. Deleting your account (Settings, Delete my account) erases your profile, workouts, personal workouts, sessions, assignments, coaching requests, your trainer directory listing, meals, water logs, recipes, recipe ratings, health summaries, body measurements, sharing consents, messages you received, push devices and reminder choices, subscription records, AI usage counters and memberships, and then your sign-in. Messages you sent stay in the other person's conversation but no longer show who sent them. Your coach chats are closed: the photos you sent are deleted, the text you sent stays in the other person's history without your name (the same as other messages today), and the reports you filed or that concern your messages, and the help requests you opened, are deleted; when both people in a chat have deleted their accounts, the whole chat is deleted. Chat photos are in any case deleted 30 days after they were sent. Deleting your account does **not** cancel an App Store or Google Play subscription: cancel it in your store's subscription settings. Your RevenueCat customer record is deleted on request. If you are a trainer with programs, meal plans, active trainees or upcoming sessions, a team or pending invitations, or an organization owner, deletion is blocked until those are handed over or cancelled (contact us), so that nobody else loses their data. One-time sign-in codes expire within minutes. Crash reports are kept by Crashlytics for 90 days. Routine backups of our database may retain deleted data for a limited period.

**6. Your rights**

You can: **access and receive a copy** of your data (Settings, Export my data gives you a JSON file with your health summaries, body measurements, workouts, sessions, assigned programs, meals, water logs, recipes, recipe ratings, meal plans, custom foods, personal workouts, the coaching requests you sent or received, your trainer directory listing, the chat messages you sent (text, captions and plan cards; not the photos themselves) and the help requests you opened; for everything else we hold about you, such as your profile, messages, reminder choices and subscription status, write to us and we will send it); **correct** it in the app or by asking us; **delete** it (Settings, Delete my account); **restrict or object** to processing; **withdraw consent** at any time (the sharing switch, or revoke access in Apple Health / Health Connect settings) without affecting earlier lawful processing; and **complain** to a supervisory authority (the Commission for Personal Data Protection, www.cpdp.bg or the one in your country). Write to office@dev-harbour.com; we answer within one month.

**7. Security**

Data is encrypted in transit and at rest by Google Cloud. Access rules restrict each account to its own data; trainers can read health summaries and body measurements only with your consent, enforced on the server. Sign-in uses one-time codes and rate limits. The optional app lock uses your phone's biometrics.

**8. Children**

ClientCore is not directed to children under 16, and we do not knowingly collect their data. If you believe a child has an account, contact us and we will delete it.

**9. Changes**

If we change this policy materially we will tell you in the app before it applies. The current version is always at https://clientcore.app/privacy/.

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