

KINETIC ECO TRACKER

Terms & Conditions and Privacy Policy
Effective Date: 3 November 2026

Document	Terms & Conditions and Privacy Policy
App Name	Kinetic Eco Tracker
Platform	Android (Google Play) & Web (PWA)
Contact	kineticecotracker@gmail.com
Effective	3 November 2026

Please read this document carefully before using Kinetic Eco Tracker. By downloading, installing, or using the application you agree to be bound by these Terms & Conditions and Privacy Policy. If you do not agree, do not use the application.

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1. Agreement to Terms

These Terms & Conditions ('Terms') and Privacy Policy ('Policy') constitute a legally binding agreement between you ('User', 'you') and the developer of Kinetic Eco Tracker ('we', 'us', 'our'). By accessing or using the application on any platform, you confirm that you have read, understood, and agree to be bound by these Terms.

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

2. Description of Service

Kinetic Eco Tracker is a motion and activity tracking application that:

- Detects and classifies physical activities including walking, running, cycling, driving, electric vehicle travel, motorcycle riding, train travel, and air travel.
- Calculates estimated CO2 emissions or savings compared to a standard petrol vehicle baseline, based on distance travelled and activity type.
- Estimates calories burned during tracked activities.
- Records GPS-based distance and speed.
- Provides an AI-powered eco insight feature using session data.
- Offers a leaderboard allowing opt-in comparison of eco metrics with other users.
- Delivers daily and weekly push notification summaries of tracked activity.

Disclaimer: All calculations (CO2, calories, distance) are estimates based on published reference values and should not be relied upon for scientific, medical, or regulatory purposes.

3. Eligibility

You must be at least 13 years of age to use this application. If you are between 13 and 18 years of age, you may only use the application with the consent and supervision of a parent or legal guardian. Users under 13 are strictly prohibited from using this application in accordance with the Children's Online Privacy Protection Act (COPPA) and equivalent regulations.

By using the application, you represent and warrant that you meet these eligibility requirements.

4. User Accounts

4.1 Registration

Accounts are created and managed via Firebase Authentication (Google LLC). You may register using an email address and password, or via a supported social login provider (e.g. Google Sign-In). You are responsible for maintaining the confidentiality of your credentials and for all activity that occurs under your account.

4.2 Account Termination

We reserve the right to suspend or terminate accounts that violate these Terms, engage in fraudulent activity, or submit falsified tracking data to the leaderboard. You may delete your account at any time in the application under Settings → Delete account, which deletes your personal data as described in Section 12.

5. Data We Collect

We collect the minimum data necessary to provide the tracking and eco-insight features. The categories of data collected are:

5.1 Location Data

The application collects precise GPS location data (latitude, longitude, altitude, speed, and accuracy) while a trip is being recorded. If you allow background location ("Allow all the time"), location is also collected when the application is closed or not in use, to detect trips automatically and to keep recording a trip with the screen off. The application explains this and asks for your consent before requesting it, and you can withdraw it at any time in your device settings.

Each recorded trip, including its route (the sequence of GPS points), is stored in Firebase Firestore under your account so you can view your trips on any device. Location data is used only to provide the application's features. It is never sold, and it is never used for advertising.

> *Google Play Data safety disclosure: Location — Precise location, collected in use and in the background; stored with your account; used for app functionality; not sold and not shared for advertising.*

5.2 Motion & Sensor Data

The application uses the accelerometer and the step counter to recognise whether you are walking, cycling, or travelling by vehicle, and to start trips automatically. Step-counter readings stay on the device. Accelerometer readings sampled during a recorded trip are stored with that trip under your account to improve activity classification; they are deleted with the trip or with your account.

5.3 Physical Profile (Optional)

You may optionally provide height, weight, age, and sex to improve calorie estimates. This data is stored in your Firebase user document, accessible only to you, and is never shared with third parties.

5.4 Session Statistics

Aggregated session statistics — including total distance, duration, activity breakdown, estimated CO2, and calories — are stored in Firebase Firestore under your user account.

5.5 Account Data

Your email address, account creation date, and last login timestamp are stored for authentication and account management purposes.

5.6 Device & Usage Data

Firebase Analytics and Crashlytics may collect anonymised diagnostic data including device model, OS version, app version, and crash reports. This data is governed by Google's privacy policy.

5.7 Push Notification Tokens

If you grant notification permission, a Firebase Cloud Messaging (FCM) token is stored in your user record to enable personalised daily and weekly summaries. You may revoke notification permission at any time via device settings.

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6. How We Use Your Data

- **Provide core functionality** — activity detection, distance calculation, CO2 and calorie estimation.
- **Improve accuracy** — sensor fusion and Kalman filtering applied on-device to reduce GPS noise.
- **AI-powered insights** — anonymised session statistics are sent to a Firebase Cloud Function which queries the Gemini API to generate eco tips. No personally identifiable information is included in the AI request.

- **Leaderboard aggregation** — if you opt in, your aggregated eco metrics are published to the leaderboard.
- **Push notifications** — daily and weekly summaries are sent between 18:00–20:00 local time (daily) and Sunday 09:00–11:00 local time (weekly).
- **Analytics & stability** — anonymised crash and usage data helps us identify and fix bugs.

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7. Data Sharing & Third-Party Services

We do not sell your personal data. We share data only with the following service providers, solely to operate the application:

Service	Provider	Purpose	Data Shared
Firebase Auth	Google LLC	Authentication	Email, UID
Cloud Firestore	Google LLC	Data storage	Session stats, profile
Cloud Functions	Google LLC	AI processing	Anonymised session stats
Firebase Messaging	Google LLC	Push notifications	FCM token
Gemini API	Google LLC	AI insights	Anonymised session stats
Google AdMob	Google LLC	Advertising	Ad identifier (opt-out available)
Firebase Analytics	Google LLC	App analytics	Anonymised usage data
Firebase Crashlytics	Google LLC	Crash reporting	Anonymised crash logs
Overpass API (OSM)	OpenStreetMap	Railway detection	GPS coordinates (transient)

All third-party services are governed by Google's Privacy Policy available at https://policies.google.com/privacy. GPS coordinates sent to the Overpass API for railway corridor detection are transient, not logged, and subject to the OpenStreetMap Foundation's privacy policy.

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8. Android Permissions

The application requests the following Android permissions. All permissions serve a specific functional purpose:

Permission	Purpose
ACCESS_FINE_LOCATION	GPS tracking during active sessions
ACCESS_COARSE_LOCATION	Fallback positioning when GPS is unavailable
ACCESS_BACKGROUND_LOCATION	Detect trips automatically and keep recording when the app is closed or not in use
ACTIVITY_RECOGNITION	Google's Activity Recognition API for auto-start
FOREGROUND_SERVICE / FOREGROUND_SERVICE_LOCATION	Maintain tracking service while app is in foreground
POST_NOTIFICATIONS	Daily/weekly eco summary push notifications
INTERNET / ACCESS_NETWORK_STATE	Firebase sync and AI insights
RECEIVE_BOOT_COMPLETED	Re-register activity transitions after device restart (auto-start feature)
CAMERA	Profile photo capture (optional)

WRITE_EXTERNAL_STORAGE (Android 9 and older)	Export session reports on older Android versions

9. Advertising (Google AdMob)

Kinetic Eco Tracker displays advertisements served by Google AdMob. AdMob may use your advertising identifier (Android Ad ID) to serve personalised ads. You may opt out of personalised advertising at any time:

- Android: Settings → Google → Ads → Opt out of Ads Personalisation.
- Alternatively, reset your Advertising ID in the same menu.

Ad revenue supports continued development of the application. We do not share personally identifiable information with AdMob beyond what is automatically collected by the SDK. AdMob's data use is governed by Google's Privacy Policy.

10. AI-Powered Features

The Eco Insight feature sends anonymised session statistics (total duration, distance, activity breakdown, calorie estimate, CO2 estimate) to a Firebase Cloud Function. The Cloud Function calls the Google Gemini API on your behalf to generate a personalised eco tip.

No personally identifiable information (name, email, location coordinates) is included in the data sent to Gemini. AI-generated insights are for informational purposes only and do not constitute professional health, environmental, or financial advice.

Rate limiting applies: AI insights are limited per user per day to ensure fair usage and service availability.

11. Leaderboard & Social Features

Participation in the leaderboard is entirely optional and requires explicit opt-in. When you opt in:

- Your aggregated eco metrics (CO2 saved, distance, session count) are written to a public leaderboard collection in Firestore visible to other authenticated users.
- Your display name or email prefix may be visible to other users on the leaderboard.
- You may opt out and remove your entry at any time from the application settings.
- Leaderboard data is validated server-side to prevent submission of fraudulent or physically implausible values.

12. Data Retention & Deletion

Session data is retained for as long as your account is active. You may delete individual sessions from within the application at any time. To delete your entire account and all associated data:

- In the application, open Settings → Delete account and confirm.
- We permanently delete your profile and photo, all trips with their routes and motion data, fuel log, notification tokens, leaderboard entry and reactions, AI analysis cache, purchase records linked to your account, and feedback you sent.
- Your Firebase Authentication account (email or Google sign-in) is removed last.
- Deletion takes effect immediately and cannot be undone.

- Deleting your account does not cancel a Premium subscription. Cancel it in Google Play → Payments & subscriptions before deleting your account.

If you can no longer use the application, email kineticecotracker@gmail.com from the address linked to your account with the subject "Delete my account". We will delete the account and the data above within 30 days and confirm by email.

Anonymised, aggregated analytics data (crash logs, usage events) collected by Firebase Crashlytics and Analytics may be retained as per Google's data retention policies, as this data cannot be attributed to an individual.

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13. Your Rights (GDPR / CCPA)

Depending on your jurisdiction, you may have the following rights regarding your personal data:

- **Right of Access** — Request a copy of the personal data we hold about you.
- **Right to Rectification** — Request correction of inaccurate data.
- **Right to Erasure** — Request deletion of your personal data (see Section 12).
- **Right to Restriction** — Request that we limit processing of your data.
- **Right to Data Portability** — Request your session data in a machine-readable format.
- **Right to Object** — Object to processing for direct marketing (opt out of leaderboard).
- **CCPA — Right to Know** — California residents may request details of personal information collected.
- **CCPA — Right to Non-Discrimination** — Exercising your rights will not result in degraded service.

To exercise any of these rights, contact us at kineticecotracker@gmail.com. We will respond within 30 days.

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14. Children's Privacy (COPPA)

Kinetic Eco Tracker is not directed at children under 13 years of age. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided personal information without verifiable parental consent, we will delete such information immediately.

Users aged 13 to 17 may use the application only with parental or guardian consent. If you are a parent or guardian and believe your child has created an account without your consent, please contact us at kineticecotracker@gmail.com.

> *Google Play App Content Rating: This application is rated for users aged 13+ and is classified under the Health & Fitness category.*

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15. Security

We implement the following technical safeguards to protect your data:

- All data in transit is encrypted using HTTPS/TLS.
- Firestore security rules enforce that users can only read and write their own data.
- API keys are stored server-side and never exposed in client-side code.
- Android app backup is disabled to prevent extraction of session data via ADB.
- Firebase Authentication is used for all user identity verification.
- Rate limiting is applied to AI features to prevent abuse.

No method of electronic storage or transmission is 100% secure. While we strive to use commercially acceptable means to protect your data, we cannot guarantee absolute security. In the event of a data breach affecting your rights, we will notify affected users as required by applicable law.

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16. Disclaimers & Limitation of Liability

16.1 No Warranty

THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE APPLICATION WILL BE UNINTERRUPTED, ERROR-FREE, OR THAT ACTIVITY CLASSIFICATIONS, DISTANCE, CALORIE, OR CO2 CALCULATIONS WILL BE ACCURATE.

16.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE APPLICATION, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PERSONAL INJURY, OR PROPERTY DAMAGE.

16.3 Health Disclaimer

Calorie and activity data provided by this application is estimated and is not a substitute for professional medical advice. Consult a healthcare professional before making health or fitness decisions based on data from this application.

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17. Intellectual Property

All intellectual property rights in the application, including but not limited to the source code, design, branding, and documentation, are owned by the developer of Kinetic Eco Tracker. You are granted a limited, non-exclusive, non-transferable licence to use the application for personal, non-commercial purposes.

You may not reproduce, distribute, modify, create derivative works of, publicly display, or commercially exploit any part of the application without our prior written consent.

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18. Changes to this Document

We reserve the right to modify these Terms and Policy at any time. When changes are made, we will update the Effective Date at the top of this document and, for material changes, notify you via an in-app notification or email. Your continued use of the application after the effective date of the revised document constitutes your acceptance of the changes.

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19. Governing Law

These Terms are governed by and construed in accordance with the laws of the jurisdiction in which the developer is registered, without regard to its conflict of law provisions. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

For users in the European Union, nothing in these Terms affects your statutory rights under applicable EU consumer protection or data protection law (GDPR).

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20. Contact Us

For questions, data requests, or complaints regarding this document or the handling of your personal data, please contact us:

Email	kineticecotracker@gmail.com
Subject line	Kinetic Eco Tracker — Privacy / Terms Enquiry
Response time	Within 30 business days

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