

Wine Amore

Terms of Use, Legal Disclaimer & Privacy Policy

A product of My AI Kitchen App, LLC

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Last Updated: August 14, 2026

IMPORTANT NOTICE: PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WINE AMORE APPLICATION OR WEBSITE. BY DOWNLOADING, INSTALLING, OR USING THE APP, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THIS APP.

1. Acceptance of Terms

By accessing, downloading, or using the Wine Amore mobile application and website (collectively, “the App” or “Services”), operated by My AI Kitchen App, LLC (“we,” “us,” or “our”), you agree to be legally bound by these Terms of Use (“Terms”). These Terms govern your use of all features including AI-powered wine label scanning and identification, tasting notes, food pairing suggestions, winery and region information, reference pricing, nearby wine retailer discovery, and subscription services.

Wine Amore is a standalone app focused exclusively on wine discovery and education. It does not include food ingredient scanning, recipe generation, or party planning features found in our other applications, and it does not access or use the Kroger API or any grocery product database.

We reserve the right to modify these Terms at any time. Your continued use of the App after any changes constitutes acceptance of the revised Terms. We will update the “Last Updated” date at the top of this document.

2. Age Restriction & Eligibility

Wine Amore involves information about wine and alcoholic beverages and is restricted to adults of legal drinking age. By using the App, you represent and warrant that:

- You are at least 18 years of age, and at least 21 years of age if you are located in the United States, or the legal drinking age applicable in your jurisdiction, whichever is greater;
- You have the legal capacity to enter into a binding agreement;
- Your use of the App does not violate any applicable law or regulation;
- You have not been previously suspended or removed from the App.

Wine Amore does not encourage, promote, or endorse alcohol consumption or underage drinking, and does not facilitate the purchase or sale of alcohol. The App is an informational and educational tool only.

3. Children's Privacy

Wine Amore is not directed at, marketed to, or intended for use by children. Consistent with the age restriction above, use of the App is limited to adults of legal drinking age.

In accordance with the Children's Online Privacy Protection Act (COPPA), we do not knowingly collect personal information from anyone under the age of 13. If we become aware that a child under 13 has provided us with personal information, we will take reasonable steps to delete it promptly.

If you are a parent or guardian and believe your child has provided us with personal information, please contact us at amore@myaikitchenapp.com so we can investigate and, where appropriate, delete that information.

4. AI-Generated Content Disclaimer

Wine Amore uses artificial intelligence technology, including third-party AI services, to identify wines from photographs, generate tasting notes, suggest food pairings, provide reference pricing, and share winery and region information. You acknowledge and agree that:

- AI-generated content may contain errors, omissions, inaccuracies, or outdated information;
- Wine identification from photos may be incomplete or incorrect;
- Tasting notes, vintage details, winery history, and reference pricing are AI-generated estimates and may not be accurate;
- Reference pricing is informational only and does not represent an actual selling price from any retailer;
- All AI-generated content should be independently verified before reliance.

My AI Kitchen App, LLC expressly disclaims all responsibility for outcomes resulting from reliance on AI-generated content within the App.

5. Food Pairing Suggestions — General Information Only

Wine Amore may suggest general categories of food that could complement a wine (for example, “grilled meats,” “soft cheeses,” or “roasted vegetables”). These suggestions are intentionally kept general and:

- Do not reference specific brands, products, or retailers;
- Are not sourced from or linked to any grocery product database, including Kroger or any similar service;
- Are not accompanied by product images or photographs of specific food items;

- Are provided for general inspiration only and are not dietary, nutritional, allergen, or health guidance.

You are solely responsible for verifying that any food matches your dietary needs, allergies, or restrictions. My AI Kitchen App, LLC shall not be liable for any adverse outcome resulting from food pairing suggestions provided by the App.

6. Wine & Alcohol Disclaimer

The wine scanning, tasting note, and pairing features of this App are intended solely for adults of legal drinking age. By using these features, you confirm that you are of legal drinking age in your jurisdiction.

My AI Kitchen App, LLC does not encourage, promote, or endorse the consumption of alcohol. Wine information including tasting notes, pairings, history, and reference pricing is AI-generated for informational purposes only and may not be accurate. We are not responsible for any decisions made based on wine information provided by the App.

Please drink responsibly. Do not drink and drive. If you or someone you know has a problem with alcohol, please seek professional help.

7. Camera, Photos & Data Collection

To provide its core features, the App requests access to:

- Camera: To scan wine bottle labels for identification and analysis;
- Photo Library: To select and analyze existing photos of wine labels;
- Location (optional): To help identify nearby wine retailers and stores.

Photos of wine labels processed by the App are sent to third-party AI services for analysis. By using the wine scan feature, you consent to this processing. We do not permanently store your photos on our servers.

You may revoke these permissions at any time through your device settings, though doing so may limit App functionality.

8. Location & Nearby Retailer Finder

Wine Amore may offer an optional feature to help you discover wine retailers and stores near your location. This feature:

- Is optional and requires your explicit permission before location access is used;
- Relies on third-party mapping and places services to identify nearby businesses;

- Is provided for informational and discovery purposes only — Wine Amore is not a marketplace and does not sell alcohol or facilitate purchases;
- Does not track or store your location history.

Availability and accuracy of nearby-business information may depend on third-party services and is not guaranteed.

9. Subscription & Billing

Wine Amore is offered on a subscription basis to help maintain and improve the App. Subscriptions are billed and processed through Google Play Billing. We do not receive or store your payment card information; this is handled directly by Google in accordance with Google Play's own terms and privacy practices.

An account, which may include an email address or Google sign-in, is required to activate and manage your subscription. This account information is used solely to manage your subscription and App access.

Subscription pricing, billing frequency, and renewal terms will be presented to you at the time of purchase within the App and through Google Play. Subscriptions renew automatically unless cancelled prior to the renewal date, in accordance with Google Play's cancellation policies.

10. Advertising

Wine Amore displays advertisements through Google AdMob. AdMob may collect certain device and usage information, and, subject to your consent and device settings, advertising identifiers, to deliver and measure ads. This data collection and use is governed by Google's advertising and privacy policies.

You may be able to limit ad personalization through your device's privacy settings or through Google's Ad Settings.

11. Third-Party Services

The App relies on the following third-party services to deliver its features:

- AI Processing Providers (including Groq and OpenAI): Artificial intelligence processing for wine label identification, tasting notes, and pairing suggestions. Subject to each provider's own Terms of Service and Privacy Policy;
- Google Maps / Places: Nearby wine retailer discovery. Subject to Google's Terms of Service and Privacy Policy;
- Google AdMob: In-app advertising. Subject to Google's Terms of Service and Privacy Policy;
- Google Play Billing: Subscription processing and payment handling. Subject to Google Play's Terms of Service and Privacy Policy.

My AI Kitchen App, LLC is not responsible for the availability, accuracy, content, or privacy practices of any third-party service. Your use of third-party services is governed by their respective terms and policies.

12. Privacy Policy

My AI Kitchen App, LLC is committed to protecting your privacy. This section describes how we collect, use, and protect your information within Wine Amore.

12.1 Information We Collect

- Photos of wine labels you submit for scanning (processed by AI, not permanently stored);
- Account information (such as email address or Google sign-in) used to manage your subscription;
- Subscription and billing status (processed by Google Play Billing; we do not receive full payment card details);
- General location data when you use the nearby retailer finder feature (with your permission);
- Device information including operating system and app version;
- Advertising and usage data collected by Google AdMob for ad delivery and measurement.

12.2 How We Use Your Information

- To provide AI-powered wine label identification and related wine information;
- To manage and maintain your subscription;
- To identify nearby wine retailers when requested;
- To display advertising;
- To improve App performance and troubleshoot technical issues.

12.3 Information We Do Not Collect or Use

- We do not sell your personal information to third parties;
- We do not use the Kroger API or any grocery product database;
- We do not display images of specific food or grocery products;
- We do not permanently store your wine label photos on our servers;
- We do not track your location without permission;
- We do not access food scanning, recipe, or party-planning data — these features are not part of Wine Amore.

13. Intellectual Property

All content within Wine Amore, including but not limited to the app name, logo, design, code, user interface, and original content, is the exclusive property of My AI Kitchen App, LLC and is protected by United States and international copyright, trademark, and intellectual property laws.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the App for personal, non-commercial purposes only. You may not copy, reproduce, distribute, or create derivative works from the App; reverse engineer, decompile, or disassemble the App; remove or alter any copyright or proprietary notices; or use the App for any commercial purpose without written permission.

14. No Warranty — Disclaimer of Warranties

THE WINE AMORE APP AND ALL SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. MY AI KITCHEN APP, LLC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES THAT THE APP WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE; AND WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY AI-GENERATED WINE INFORMATION, TASTING NOTES, PAIRINGS, OR REFERENCE PRICING.

Your use of the App is at your sole risk. Applicable law may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, MY AI KITCHEN APP, LLC AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER ARISING FROM YOUR USE OF OR INABILITY TO USE THE APP; RELIANCE ON AI-GENERATED CONTENT INCLUDING WINE IDENTIFICATION, TASTING NOTES, OR FOOD PAIRING SUGGESTIONS; ANY DECISION MADE BASED ON REFERENCE PRICING OR NEARBY RETAILER INFORMATION; UNAUTHORIZED ACCESS TO YOUR DATA OR DEVICE; ANY THIRD-PARTY SERVICE FAILURE, INTERRUPTION, OR INACCURACY; OR ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE APP CONTENT.

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED ONE HUNDRED DOLLARS (\$100.00). SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON LIABILITY FOR CERTAIN DAMAGES, SO SOME OF THESE LIMITATIONS MAY NOT APPLY TO YOU.

16. Dispute Resolution & Arbitration

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS AN ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT SIGNIFICANTLY AFFECTS YOUR LEGAL RIGHTS.

Any dispute, claim, or controversy arising out of or relating to these Terms, the App, or your use of the Services (“Dispute”) shall be resolved through final and binding individual arbitration, rather than in court. You waive the right to a jury trial and the right to participate in a class action lawsuit or class-wide arbitration.

Arbitration shall be conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, as modified by these Terms. Arbitration shall take place in North Carolina, unless otherwise agreed by the parties.

Before initiating arbitration, you agree to first contact us at amore@myaikitchenapp.com and attempt to resolve the Dispute informally for a period of 60 days.

Notwithstanding the above, either party may seek emergency injunctive relief from a court of competent jurisdiction to prevent irreparable harm pending arbitration.

17. Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of law principles. You consent to the personal jurisdiction of the state and federal courts located in North Carolina for any claims not subject to arbitration.

18. Severability

If any provision of these Terms is found by a court or arbitrator to be unlawful, void, or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity or enforceability of the remaining Terms. The remaining provisions shall continue in full force and effect.

19. Right to Modify or Discontinue

My AI Kitchen App, LLC reserves the right at any time to modify, suspend, or discontinue the App or any features thereof; update or revise these Terms; change pricing or availability of features; or restrict access to the App. We will make reasonable efforts to notify users of material changes. Your continued use of the App after any modifications constitutes acceptance of the updated Terms.

20. Indemnification

You agree to indemnify, defend, and hold harmless My AI Kitchen App, LLC and its officers, directors, employees, agents, licensors, and suppliers from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms; your use of the App; your violation of any third-party rights; or any content you submit or share through the App.

21. Entire Agreement

These Terms constitute the entire agreement between you and My AI Kitchen App, LLC with respect to your use of the App and supersede all prior agreements, understandings, and negotiations, whether oral or written. No waiver by My AI Kitchen App, LLC of any provision of these Terms shall be deemed a further or continuing waiver of such provision or any other provision. Failure to enforce any right or provision of these Terms shall not constitute a waiver.

22. Contact Information

If you have any questions, concerns, or inquiries regarding these Terms, our Privacy Policy, or the App, please contact us:

- My AI Kitchen App, LLC
- Website: www.wines-lover.com
- Email: amore@myaikitchenapp.com

We will respond to all inquiries within 5 business days.

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