

Embry Terms of Use

Effective: April 28th, 2026 **Last updated:** April 28th, 2026

Plain-English summary. These Terms govern your use of Embry. The most important things to know:

1. Embry is **not a medical device** and does not provide medical advice. For health decisions, talk to a qualified clinician.
2. You retain ownership of everything you log; we have a limited licence to use your data only to run the service for you.
3. We never sell your data, run ads, or train AI models on your data.
4. If you delete your account, your data is cryptographically destroyed and cannot be recovered.

This is a draft. This document is in draft form pending review by qualified counsel with experience in fem-tech and consumer health products. It will be finalised before Embry is opened to the general public.

1. Acceptance and eligibility

By creating an Embry account or using the service, you agree to these Terms of Use and our [Privacy Policy](#). If you do not agree, do not use Embry.

You must be **at least 18 years old**, or older where local law sets a higher minimum, to use Embry. One account per person.

Embry is currently available only in certain regions; see Section 2 of the Privacy Policy for current availability. If you are outside an open region, you may join the waitlist.

2. What Embry is — and what it is not

Embry is a fertility and menstrual cycle tracking app with an AI assistant that provides insights grounded in your own logged data.

Embry is not:

- A medical device or software-as-a-medical-device (SaMD)
- A diagnostic tool
- A source of medical advice
- A substitute for consultation with a qualified healthcare professional

We help you give yourself the best chance at understanding your cycle and pursuing your conception goals — but we make no guarantees about conception, cycle prediction accuracy, or any other outcome.

For any health decision, consult a qualified clinician. If you believe you are experiencing a medical emergency, contact your local emergency services immediately.

3. The medical-advice gate

Embry's AI assistant is designed to discuss your logged data and provide general information. It is **not** designed to provide diagnosis, treatment recommendations, or medical advice.

When our classifier detects that your message is asking for medical advice, the AI will pause and present a modal asking you to acknowledge that:

- Embry is not a medical provider;
- The AI's responses are not medical advice; and
- You should consult a clinician for medical decisions.

You must acknowledge this gate before the AI continues. We log each acknowledgement (your account ID, timestamp, and the version of the gate text) as a record of processing under GDPR Article 30 and as evidence of the disclaimer.

4. Your account and security

You are responsible for:

- Maintaining the confidentiality of your account credentials;
- All activity under your account; and
- Keeping the email address on your account current.

We provide:

- httpOnly, SameSite=Strict session cookies;

- Optional multi-factor authentication; and
- Bot protection at sign-in.

If you suspect your account has been compromised, contact us immediately at support@embry.ca.

5. Partner access

If you invite a partner to share your cycle data with you, our default behaviour is privacy-preserving: until both sides explicitly consent to richer sharing, only a minimal boolean signal (for example, a fertility-window indicator) is shared with your partner — never your underlying health data.

You can revoke partner access at any time from within the app.

6. Tiers, pricing, and billing

Embry is offered in three tiers:

- **Free.** Unlimited cycle tracking and unlimited basic AI features grounded in your own data.
- **Standard (paid).** All Free features plus advanced AI features, subject to explicit usage caps published in the app.
- **Premium (paid).** All Basic features with usage caps lifted to anti-abuse limits.

Tier enforcement is server-side. Rate limiting (default 30 requests per hour for sensitive endpoints) is a separate technical safeguard against abuse and applies to all tiers.

When paid tiers are live, payments are processed by Stripe under Stripe's terms. Subscription cancellation, refund eligibility, auto-renewal, and similar billing terms will be presented to you at checkout and confirmed by email.

7. Acceptable use

You agree not to:

- Attempt to access another user's account or data;

- Probe, scan, or attempt to extract data from our systems beyond your own account;
- Share your account credentials;
- Automate or scrape Embry beyond ordinary personal use;
- Use Embry to make clinical decisions for yourself or anyone else;
- Circumvent or attempt to circumvent geofencing, region gating, or rate limits;
- Abuse the AI assistant (including attempts at prompt injection that target other users' data); or
- Use Embry in violation of any applicable law.

We reserve the right to suspend or terminate accounts that violate these rules.

8. Your content and licence

You own everything you log in Embry. Your cycle entries, notes, observations, and AI conversation history all remain yours.

You grant Embry a limited, non-exclusive, royalty-free licence to process this data **solely to provide the service to you**. This licence ends when your account is deleted.

We do not train AI models on your data. Our AI provider operates under zero-retention terms; your inputs and the AI's outputs are not retained or used for model training.

We do not sell your data, share it with advertisers, or use it for any purpose other than providing Embry to you.

9. Service availability

Embry is currently in pre-launch / closed beta. During this period:

- We provide the service on a best-effort basis without an uptime SLA.
- Features may change, and the app may have downtime for maintenance or unplanned outages.
- We rely on upstream providers (Supabase, Vercel, Anthropic, Cloudflare, AWS, Stripe) and cannot guarantee availability beyond what those providers offer to us.

We will give reasonable notice of scheduled maintenance where practicable.

10. Privacy

Our handling of your personal data is governed by the [Privacy Policy](#), which forms part of these Terms. The Privacy Policy is the binding statement on what data we collect, why, and what rights you have.

11. Termination

You may terminate your account at any time from within the app. Account deletion triggers **cryptographic shredding** — we destroy your per-user data encryption key in constant time, rendering your encrypted data permanently unrecoverable. We will issue you a signed deletion receipt.

We may suspend or terminate your account if:

- You materially violate these Terms;
- You engage in fraud, abuse, or misuse of the service;
- We are required to do so by law; or
- We cease to operate the service in your region.

If we terminate your account, we will give you reasonable notice where lawful and practicable, and we will provide an opportunity to export your data before deletion.

12. Disclaimers

To the maximum extent permitted by law:

- Embry is provided **"as is"** and **"as available."**
- We make no warranty regarding the accuracy of cycle predictions, fertility-window estimates, AI responses, or any other output.
- We make no warranty that use of Embry will result in conception or any other health outcome.
- We make no warranty that the service will be uninterrupted, error-free, or secure beyond the security measures described in our Privacy Policy.

Your statutory consumer-protection rights (under, for example, Canadian, UK, EU, Australian, or applicable US state law) are not excluded.

13. Limitation of liability

To the maximum extent permitted by law, neither Embry nor its operators are liable for:

- Indirect, incidental, special, consequential, or punitive damages;
- Loss of profits, revenue, data, or goodwill;
- Health outcomes, including (without limitation) conception, miscarriage, or any other reproductive outcome; or
- Decisions made on the basis of AI-generated insights.

[Aggregate liability cap — to be set by counsel based on jurisdiction.]

Nothing in this section excludes liability that cannot be excluded by law (for example, liability for death or personal injury caused by negligence, fraud, or fraudulent misrepresentation, where such exclusion is prohibited).

14. Force majeure

We are not liable for failure to perform due to events beyond our reasonable control, including upstream provider outages, natural disasters, cyber-attacks against third parties, or governmental action.

15. Indemnity

You agree to indemnify Embry against third-party claims arising from your violation of these Terms or your unlawful use of the service. This indemnity is narrow and excludes claims arising from our own negligence or wrongdoing.

16. Changes to these Terms

We may update these Terms. For material changes, we will notify you in-app and re-prompt your acceptance before the change takes effect. Continued use after the effective date of non-material changes constitutes acceptance.

17. Governing law and disputes

These Terms are governed by the laws of the Province of Ontario, Canada, without regard to conflict-of-laws principles.

The courts of Ontario have exclusive jurisdiction, **except** where mandatory consumer-protection law in your jurisdiction provides otherwise (for example, your right to bring a claim in your local courts under EU consumer law, or your rights under the Washington Consumer Protection Act).

[Class-action waiver / arbitration clause: to be determined by counsel based on target jurisdictions. Defaulting to no arbitration clause until counsel decides.]

18. Contact

- **Support:** support@embry.ca
- **Privacy and data rights:** privacy@embry.ca