

# The 14-Day Snore Audit — Terms of Service and Privacy Policy

**Company:** KALIYAN PTY LTD

**ABN:** 37697937750

**Last updated:** 27 May 2026

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## Terms of Service

### 1. About these Terms

These Terms of Service apply when you access or use **The 14-Day Snore Audit** website, SMS check-in service, report service, and related support services, operated by **KALIYAN PTY LTD ABN 37697937750**.

By purchasing or using the service, you agree to these Terms. If you do not agree, you should not use the service.

### 2. The service

The 14-Day Snore Audit is a lifestyle tracking service designed to help users identify possible lifestyle patterns associated with snoring.

The service may include:

- SMS-based evening and morning check-ins;
- collection of user responses about lifestyle factors, sleep position, sleep quality, energy levels, and snore scores;
- storage and analysis of SMS responses for preparation of a final report;
- AI-assisted analysis of the submitted information; and
- a final report summarising possible patterns and lifestyle triggers.

The service is provided for **personal lifestyle awareness only**.

### 3. Not medical advice

The 14-Day Snore Audit is **not a medical device**, diagnostic tool, treatment service, clinical service, or substitute for professional medical advice.

The service does not diagnose, prevent, monitor, treat, or cure sleep apnoea, snoring, breathing disorders, or any other medical condition.

You should seek advice from a qualified medical professional if you or your partner experience symptoms such as:

- pauses in breathing during sleep;
- gasping, choking, or struggling to breathe during sleep;
- excessive daytime sleepiness;
- chest pain;
- morning headaches;
- high blood pressure;
- persistent insomnia; or
- any other concerning medical symptoms.

Do not delay seeking medical advice because of anything provided by the service.

## 4. Eligibility

You must be at least 18 years old to purchase or use the service.

If you purchase the service for another person, you are responsible for ensuring that person understands and consents to receiving SMS messages and participating in the service.

## 5. Phone number and SMS consent

To provide the service, we need to collect a mobile phone number so we can send and receive SMS messages.

By providing a phone number, you confirm that:

- you are authorised to provide that number;
- the person using that number agrees to receive SMS messages for the 14-Day Snore Audit;
- the number is capable of receiving SMS messages; and
- you understand that standard SMS and carrier charges may apply.

**Standard SMS charges apply and are not included as part of the service.** Your mobile carrier may charge you for SMS messages sent or received in connection with the service.

You can opt out of SMS messages at any time by replying **STOP** or by contacting us.

If you opt out before the audit is complete, we may be unable to provide some or all of the service.

## 6. User responsibilities

You agree to:

- provide accurate and complete information where possible;
- only provide information you are comfortable sharing by SMS;

- not submit emergency, highly sensitive, confidential, or unnecessary personal information;
- not use the service for unlawful, abusive, harassing, misleading, or harmful purposes;
- not interfere with the operation or security of the service; and
- not attempt to reverse engineer, copy, scrape, or misuse the service.

You should not include private information in SMS messages that is not needed for the service. This includes information such as government identifiers, financial details, passwords, medical records, or highly sensitive personal information.

## 7. AI-assisted report

The final report may be prepared using AI services and automated analysis.

AI-generated outputs may be incomplete, inaccurate, or may identify correlations that are not medical causes. The report should be treated as general lifestyle information, not professional advice.

You are responsible for deciding whether and how to act on the report. You should consult a qualified professional before making medical or health-related decisions.

## 8. Third-party providers

We use third-party providers to operate the service, including:

- **Twilio** or similar communications providers for sending, receiving, and processing SMS messages;
- hosting, analytics, database, and security providers;
- payment processors; and
- AI service providers to help generate the final report.

These providers may process information on our behalf only as reasonably required to provide, secure, improve, or support the service.

## 9. Payment

The price shown at checkout is the price payable for the service, unless stated otherwise.

You are responsible for any fees charged by your bank, card provider, payment provider, or mobile carrier.

## 10. Refunds and money-back guarantee

If we offer a money-back guarantee, the terms of that guarantee will be displayed on the website or checkout page.

Unless otherwise stated, the guarantee applies if the service cannot identify a meaningful lifestyle pattern from the submitted 14-day data.

To request a refund under the guarantee, contact us within a reasonable time after receiving your report.

Nothing in these Terms limits any rights you may have under the Australian Consumer Law or other applicable consumer protection laws.

## **11. Availability and service changes**

We aim to provide a reliable service, but we do not guarantee that the website, SMS service, or report generation will be uninterrupted, error-free, or available at all times.

SMS delivery may be affected by telecommunications networks, mobile carriers, third-party providers, incorrect phone numbers, device settings, or other factors outside our control.

We may update, suspend, discontinue, or modify parts of the service where reasonably necessary.

## **12. Intellectual property**

The website, service name, design, text, graphics, reports, software, workflows, and other content are owned by or licensed to KALIYAN PTY LTD, unless otherwise stated.

You may use the final report for your own personal, non-commercial purposes. You must not copy, reproduce, sell, publish, or commercially exploit the service or report templates without our written permission.

## **13. Privacy**

We handle personal information in accordance with our Privacy Policy below.

## **14. Limitation of liability**

To the maximum extent permitted by law, KALIYAN PTY LTD is not liable for indirect, incidental, special, consequential, or punitive loss, or for loss of profits, revenue, data, goodwill, or opportunity arising from use of the service.

To the maximum extent permitted by law, our total liability arising out of or related to the service is limited to the amount you paid for the service.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot be excluded under Australian Consumer Law or other applicable law.

## **15. Indemnity**

You agree to indemnify KALIYAN PTY LTD against reasonable losses, costs, claims, or expenses arising from your misuse of the service, breach of these Terms, unlawful conduct, or submission of information you were not authorised to provide.

## 16. Changes to these Terms

We may update these Terms from time to time. The updated version will be posted on our website with a new "Last updated" date.

If changes are material, we will take reasonable steps to notify users where required by law.

## 17. Governing law

These Terms are governed by the laws of Australia and the laws applicable in the Australian state or territory in which KALIYAN PTY LTD operates.

## 18. Contact

For questions about these Terms, contact:

**KALIYAN PTY LTD**

**ABN:** 37697937750

**Email:** hey\@trk7.app

**Website:** <https://thesnoreaudit.com/>

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# Privacy Policy

## 1. About this Privacy Policy

This Privacy Policy explains how **KALIYAN PTY LTD ABN 37697937750** collects, uses, stores, and discloses personal information in connection with The 14-Day Snore Audit.

We are committed to handling personal information responsibly and in line with applicable Australian privacy requirements.

## 2. Personal information we collect

We may collect the following information:

- name, if provided;
- mobile phone number;
- email address, if provided;
- payment and transaction information, processed by our payment provider;
- SMS messages sent to and from the service;
- lifestyle check-in responses, such as alcohol, late meals, congestion, tiredness, sleep position, and remedy use;
- morning responses, such as snore score, energy rating, and sleep quality;

- technical information such as device, browser, IP address, log data, and website usage information;
- customer support messages; and
- any other information you choose to provide.

You should not send private, highly sensitive, confidential, or unnecessary personal information in SMS messages.

### 3. Why we collect personal information

We collect personal information to:

- send and receive SMS check-ins;
- operate the 14-day audit;
- prepare the final trigger report;
- provide customer support;
- process payments and refunds;
- maintain service records;
- prevent misuse, fraud, or security incidents;
- comply with legal obligations; and
- improve the service.

We do **not** sell personal information.

We do **not** share phone numbers or SMS content with third parties for their advertising or marketing purposes.

### 4. Phone numbers and SMS messages

We collect a mobile phone number because the service is delivered by SMS.

We use the phone number only to:

- send service-related SMS messages;
- receive and process replies;
- administer the audit;
- provide support; and
- manage opt-out requests.

We do not use the phone number for unrelated advertising, and we do not share it with third parties for their advertising.

Standard SMS charges apply and are not included as part of the service.

### 5. SMS opt-out

You can opt out of SMS messages by replying **STOP** or by contacting us.

If you opt out, we may retain limited records necessary to honour the opt-out request, comply with law, resolve disputes, and maintain service records.

## **6. Use of Twilio**

We use **Twilio** to send, receive, route, and process SMS messages.

When you use the service, your phone number, SMS message content, message metadata, and delivery information may be processed by Twilio as necessary to provide SMS functionality.

Twilio may process and store data in countries outside Australia. Twilio's handling of data is subject to its own security, privacy, and data processing terms.

## **7. Use of AI services**

We may use AI service providers to help analyse audit responses and prepare the final report.

Information submitted during the audit may be sent to AI services for the purpose of generating or assisting with the report.

We instruct users not to include private, highly sensitive, confidential, or unnecessary personal information in SMS messages.

AI outputs may be inaccurate or incomplete and should not be treated as medical advice.

## **8. Disclosure of personal information**

We may disclose personal information to:

- SMS and communications providers, including Twilio;
- AI service providers;
- payment processors;
- website, database, hosting, security, and analytics providers;
- professional advisers, such as lawyers, accountants, and insurers;
- regulators, law enforcement, courts, or government agencies where required or permitted by law;
- and
- a purchaser or prospective purchaser of our business or assets, subject to appropriate confidentiality obligations.

We do not disclose personal information to third parties for their own advertising purposes.

## **9. Overseas disclosure**

Some service providers may process or store information outside Australia, including in the United States or other locations where our providers operate.

By using the service, you understand that your information may be processed outside Australia for the purposes described in this Privacy Policy.

## **10. Storage and retention**

We store SMS messages and audit responses because they are needed to prepare the final report.

We retain personal information only for as long as reasonably necessary for the purposes described in this Privacy Policy, including providing the service, support, legal compliance, dispute resolution, security, and business record keeping.

When information is no longer required, we will take reasonable steps to delete, de-identify, or securely destroy it, unless we are required or permitted to retain it by law.

## **11. Security**

We take reasonable steps to protect personal information from misuse, interference, loss, unauthorised access, modification, or disclosure.

However, no method of transmission or storage is completely secure. SMS is not an encrypted communication channel, so users should avoid sending sensitive or private information by SMS.

## **12. Access and correction**

You may request access to personal information we hold about you or ask us to correct inaccurate information.

We may need to verify your identity before responding. In some cases, we may refuse access or correction where permitted by law, but we will explain why where reasonably required.

## **13. Deletion requests**

You may ask us to delete your personal information. We will take reasonable steps to delete or de-identify it unless we need to retain it for legal, security, dispute resolution, accounting, opt-out, or legitimate business record purposes.

If you request deletion before the audit is complete, we may be unable to provide the final report.

## **14. Marketing**

We may send service-related messages required to operate the audit.

We will not use your phone number for unrelated marketing without consent.

If we send marketing communications by email or another channel, we will provide a way to unsubscribe where required by law.

## **15. Cookies and analytics**

Our website may use cookies, analytics tools, and similar technologies to understand website usage, improve performance, and protect the service.

You can adjust cookie settings in your browser, but some parts of the website may not work properly if cookies are disabled.

## **16. Children**

The service is intended for adults aged 18 and over. We do not knowingly collect personal information from children.

## **17. Privacy complaints**

If you have a privacy concern or complaint, contact us first so we can try to resolve it.

**KALIYAN PTY LTD**

**ABN:** 37697937750

**Email:** [hey@trk7.app](mailto:hey@trk7.app)

**Website:** <https://thesnoreaudit.com/>

We will aim to respond within a reasonable time.

If you are not satisfied with our response, you may contact the Office of the Australian Information Commissioner.

## **18. Changes to this Privacy Policy**

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If changes are material, we will take reasonable steps to notify users where required by law.