

## **GENERAL TERMS AND CONDITIONS**

We, Mobiefit Technologies Private Limited, incorporated under the Indian Companies Act, 1956 having its registered office at E4, Monte Carlo, La Citadel Colony, Dona Paula, Goa holding CIN: U74999GA2015PTC007622 ("**mobiefit**") are pleased to see you being interested in our products and we are confident that our mobile Applications and the [www.mobiefit.com](http://www.mobiefit.com) platform match your fitness interests perfectly. The mobiefit brand, [www.mobiefit.com](http://www.mobiefit.com) and the mobile applications (collectively hereinafter referred to as "mobiefit") are owned, controlled and managed by mobiefit, and will be used interchangeably in the context of this agreement going forward.

Please carefully go through these terms and conditions ("**T&C**") and the privacy policy available at <http://www.mobiefit.com> ("**Privacy Policy**") before you decide to access the Website or avail the services made available on the Website by mobiefit. These Terms and the Privacy Policy together constitute a legal agreement ("**Agreement**") between you and mobiefit in connection with your visit to the Website and your use of the Services (as defined below).

### 1. INTRODUCTION

- 1.1. mobiefit operates as an interactive online platform and mobile application aiming to connect, and create new opportunities for, people who are, or want to become, fitness and health-conscious.
- 1.2. In order to be able to use the complete spectrum of mobiefit's products and services, a one-time registration is required as set out in Section 4 below. However, certain content (e.g., information regarding sports, health or nutrition), including general descriptions of mobiefit can be viewed without registration.
- 1.3. mobiefit's goal is to make fitness enjoyable and to make a positive contribution to the health of the people.

- 1.4. Your health is very important to us. ALWAYS consult your doctor about your athletic behavior.

mobiefit neither substitutes your doctor, nor is mobiefit responsible for your behavior. The contents of the mobiefit, regardless whether they are provided by mobiefit, or its users, are not meant to supplement, let alone replace, the information provided by Doctors or pharmacies. By accepting these T&C, you confirm that you are solely responsible for your health and exclude mobiefit and mobiefit from any liability.

## 2. VALIDITY OF THE T&C

- 2.1 mobiefit is offered on the basis of these T&C. By registering, the user consents to the validity of these T&C and any agreements incorporated therein by reference.
- 2.2 Neither the registration nor the use of the complete spectrum of products and services shall be possible without implicit consent to these T&C.
- 2.3 These T&C shall apply to all points of access, including (sub-) domains and mobile applications, for mobiefit's products and services. In particular, the mobiefit online offering will be accessible via the [www.mobiefit.com](http://www.mobiefit.com) domain.
- 2.4 These T&C shall be valid until cancelled specifically.

## 3. CONDITIONS OF USE

You must be 18 years of age or older to register, use the Services, or visit or use the Website in any manner. By registering, visiting and using the Website or accepting this Agreement, you represent and warrant to mobiefit that you are 18 years of age or older, and that you have the right, authority and capacity to use the Website and the Services available through the Website, and agree to and abide by this Agreement.

If you are under the age of sixteen (16) as of the date of registration you must have a parent or legal guardian's permission to register, use the Service or visit or use the Website in any manner.

You shall not impersonate any person or entity, or falsely state or otherwise misrepresent identity, age or affiliation with any person or entity.

#### 4. SUBJECT OF THE AGREEMENT

Currently, mobiefit essentially offers its users the following applications and information in English (and withholds the right to subsequently publish these offerings in any other language):

##### 4.1 [www.mobiefit.com](http://www.mobiefit.com) platform:

4.1.1 Features of the mobiefit mobile application

4.1.2 Blog articles, videos and photos posted on the mobiefit platform by the registered users

4.1.3 Testimonials from mobiefit registered users

4.1.4 Videos, images and any other content published or promoted on the platform

4.1.5 Training videos and resources administered by mobiefit

4.1.6 News regarding mobiefit in short form

4.1.7 Mobile Fitness & Health Apps

4.1.8 Content, e.g. texts, pictures and videos, regarding sports, health and nutrition will be presented by mobiefit and professional third parties.

4.1.9 Other Content:

<sup>35</sup><sub>17</sub> About us: Short description of mobiefit and the team behind it

<sup>35</sup><sub>17</sub> Advertising by mobiefit and/or third parties

<sup>35</sup><sub>17</sub> Support for users

<sup>35</sup><sub>17</sub> T&C

<sup>35</sup><sub>17</sub> Privacy Policy

4.2 Mobile applications; mobiefit Mobile

4.2.1 mobiefit offers applications for Android phones and other smartphones on a global scale.

4.2.2 These applications can be used both isolated on the smartphone as well as in connection with the [www.mobiefit.com](http://www.mobiefit.com) platform.

4.2.3 By uploading the content the consent of the User is deemed to be given, relevant data is transmitted from the smartphone to the mobiefit platform and shared with other social networks (e.g., Facebook), respectively.

4.2.4 The user hereby confirms the user's knowledge that as a result of the transmission of data from the smartphone to the mobiefit platform, certain costs of the mobile carrier will be incurred that have to be borne by the user.

4.2.5 The mobile applications are only available to users of smartphones. Only the basic functionality of the mobile applications is available for free.

4.2.6 Additional terms and conditions on the part of the mobile phone-providers apply.

#### 4.3 Other Services of mobiefit

4.3.1 mobiefit will send newsletters to registered users. By accepting these T&Cs, the user allows mobiefit to send newsletters. The user can opt out of receiving a newsletter each time such newsletter is received. Upon opting out, the user will not receive any further newsletters from [www.mobiefit.com](http://www.mobiefit.com).

### 5. GENERAL TERMS AND CONDITIONS FOR ALL USERS

#### 5.1 Fraud protection:

5.1.1 You must protect your account from unauthorized and fraudulent use. Please notify us immediately by email at [feedback@mobiefit.com](mailto:feedback@mobiefit.com) of any suspicion or unauthorized or

fraudulent use of your account, or if you suspect that your account may be at risk.

5.1.2 mobiefit will not refund any amounts paid by you to mobiefit.com or through any medium on the mobiefit platform on account of failing to comply with any of the clauses in 5.1.1

5.1.3 mobiefit has the right to close or cancel the account of any registered user in the event of any unauthorized or fraudulent use of the account.

5.2 Promotions and Free Offers: mobiefit.com may run promotions and free offers, which may be subject to additional terms or restrictions. These promotions and offers may not be transferred between users.

## 6. TERMINATION

6.1 Each user shall have the right to terminate the use of mobiefit's mobile application i.e the user can uninstall mobiefit application at any time.

6.2 Additionally, mobiefit reserves the right to terminate a user's membership for important reasons, such as due to gross breaches of the user's obligations.

6.3 As a result of any termination pursuant to this Section 6 or cancellation pursuant to Section 7 hereof,6.3.1 all personal details provided by the user upon registration shall be deactivated. Any details made public by the user, e.g., routes, notes on other users' walls, will be (i) anonymized, i.e., personal details will not be associated with such content.

6.3.2 upon the user's request, all saved personal details shall be irrevocably deleted. The user shall request such deletion by

email sent to [feedback@mobiefit.com](mailto:feedback@mobiefit.com), which shall include the email address provided to mobiefit upon registration.

## 7. SPECIAL CANCELLATION RIGHT FOR CONSUMERS

7.1 Application of Consumer Laws. If you as a User are registered on the [mobiefitning.com](http://mobiefitning.com) platform for a purpose that is not related to either your commercial or professional freelance activity, the following provisions apply to you as a consumer within the meaning of Section 2(d) of the Consumer Protection Act (1986) of India.

7.2 Right of Withdrawal from Contract. You may terminate the agreement with mobiefit after the purchased digital product from mobiefit has been delivered to you upon producing the proof of non-consumption of the same by email sent to [feedback@mobiefit.com](mailto:feedback@mobiefit.com). Upon the satisfaction of mobiefit of the proof of non-consumption of the product so provided by you mobiefit shall within 60 days return your transfer the money to you.

## 8. USER OBLIGATIONS AND CONDUCT

8.1 Each registered user of the [www.mobiefit.com](http://www.mobiefit.com) platform must

8.1.1 Truthfully provide, and keep current and complete, its registration details, and must not pass on such details to third parties;

8.1.2 only save, publish, transmit and distribute such content, e.g., photos, pictures, text, representations or videos, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to mobiefit that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to content subject to intellectual property rights, such as

trade names and trademarks. The user shall be exclusively responsible for such content;

8.1.3 not save, publish, transmit or distribute any content that is racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise illegal;

8.1.4 not to send chain letters or messages to more than one recipient at any one time, i.e., the user must not send mass emails or spam unless explicitly allowed through the mobiefit platform;

8.1.5 not carry out any disrupting interferences in the mobiefit network by use of technical or electronic aids, such as hacking attempts, brute force-attacks, planting of viruses/worms/Trojans and other disrupting attempts regarding mobiefit's software or hardware;

8.1.6 not copy, distribute, transmit or collect by use of technical aids, e.g., by crawlers or bots, accessible details without the consent of the respective owner;

8.1.7 provide prompt notice via email to [feedback@mobiefit.com](mailto:feedback@mobiefit.com) of any detected breaches of the aforementioned obligations;

8.1.8 diligently care for the personal details and only allow such persons access to its own details that are close to the user; and

8.1.9 regularly save important personal details externally, e.g., on an external storage medium, hard drive or in the cloud. mobiefit is not responsible for any lost or impaired details.

## 9. BREACH OF USER OBLIGATIONS

9.1 In order to ensure the proper and reliable provision of services, mobiefit imposes the following sanctions upon breach of obligations by a user:

<sup>35</sup><sub>17</sub> warning;

<sup>35</sup><sub>17</sub> deletion of content;

<sup>35</sup><sub>17</sub> temporary deactivation of user account; and

<sup>35</sup><sub>17</sub> Cancellation (irrevocable deactivation).

9.2 The type of sanction shall depend on the purpose, impact and type of the breach in light of mobiefit's and the user's interests.

9.3 In the event a user account shall be cancelled in accordance with this Section 8, the respective user shall be barred to register again.

## 10. CONTENT

10.1 mobiefit permits its registered users to use the offered portfolio of products and services in accordance with statutory law and these T&C, in order to upload, save, publish, distribute, transmit and share content with other users.

10.2 The user consents that as a result of the automatic evaluation of the way such user uses the platform, it may be exposed to certain offers and/or marketing messages tailored to such user.

10.3 The user consents that marketing measures may also be taken in the proximity of content created by such user.

10.4 mobiefit shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to

10.4.1 comply with statutory law, or court or administrative orders

10.4.2 ensure compliance with these T&Cs;

10.4.3 react to claims of breaches of law raised by third parties;

or



10.4.4 safeguard the rights, property or personal safety of mobiefit, its users and the general public.

10.5 The user grants mobiefit the irrevocable, free, exclusive and unlimited right to use all content generated, transmitted, saved and published by such user. Accordingly, mobiefit shall have the right to use, irrespective of the type of usage, all content both as part of the mobiefit platform and any other activity of mobiefit or any company affiliated with mobiefit. This shall include the right to change and edit such content, unless such changes or edits impair material interests of the user. In this connection, the user waives, to the extent legally permissible, all intellectual property rights.

10.6 mobiefit reserves the right to delete content created by users, such as routes, events or comments without giving reasons. In this event, the user shall be notified and, in the event of a breach of these T&Cs, may be sanctioned in accordance with Section 11.

10.7 mobiefit shall not be responsible for inaccurate content created by users, e.g., details regarding routes or events etc.

## 11. PRIVACY POLICY

Please see mobiefit's separate Privacy Policy available on <http://www.mobiefit.com/pdfs/privacy-policy.pdf>

## 12. REPRESENTATIONS AND WARRANTIES

12.1 mobiefit does not represent or warrant that the [www.mobiefit.com](http://www.mobiefit.com) platform will be available at all times, or that it and the necessary hardware and software will be completely free from errors.

12.2 mobiefit reserves the right to make changes to any of the features or components anywhere in the mobiefit platform without prior notification as part of its constant efforts to improve the user

experience including but not limited to availability of content and pricing of its services.

12.3 mobiefit does not represent or warrant that the transmission of data via other systems, in particular the internet and telecommunication networks, is not tracked, recorded or distorted by third parties.

12.4 The user uses the mobiefit offering exclusively at its own risk. This applies, without limitation, to 12.4.1 the related use of any hardware, including, but not limited to, (i) the respective smartphone, e.g., in the course of using the feature "measuring pulse", by pressing the photo light for a prolonged period, the user's finger may heat up, (ii) chest straps, and (iii) smartphone dongles;

12.4.1 downloading of the user's own and third party content;  
and

12.4.2 any use by the user of data created or provided by mobiefit, including, but not limited to

(i) measured pulse or altitude details, or

(ii) recommendations for actions, e.g., workout plans etc.

The user explicitly acknowledges that any such data or content may contain errors, and mobiefit does not, to the extent permitted by law, assume any responsibility for the correctness of such data.

12.4.3 The use of any software or hardware offered by mobiefit is no substitute for the consultation by the user of a specialized doctor.

12.5 Additionally, mobiefit does not make any representations or warranties with respect to external links, banners or other information and marketing offers that may be made accessible to the user. Any

contractual arrangements entered into between the user and a third party provider, e.g., via linked websites or banners, result in a contractual relationship between such user and the third party provider only. mobiefit does not make any representations or warranties with respect to products or services of third party providers.

### 13. LIMITATION OF LIABILITY

13.1 In no event will mobiefit be liable to you for any lost profits, lost savings or incidental, indirect, special or consequential damages, arising out of your use or inability to use the product or the breach of this agreement, even if advised of the possibility of such damages. In any case, the liability of mobiefit to the user is limited to the total amount mobiefit has received from the user.

13.2 Unless required by statutory law, neither mobiefit nor any of its business affiliates shall be liable for damages resulting from the use of content made accessible through the use of the online platform or other forms of use of the online platform or mobile apps. This also applies to damages resulting from errors, problems, viruses or loss of data.

13.3 mobiefit provides all its programs, services, tutorials and training in good faith and is not liable for any injury, damage or inconvenience caused to the user as a result of using mobiefit or any of the services, advice and training provided through the mobiefit, whether provided by mobiefit or any third party through the mobiefit.

13.4 mobiefit shall not be liable for any failure of or inability to provide its services for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

13.5 mobiefit assumes no liability for downloaded material or material obtained as a consequence of using the mobiefit platform. The User is solely responsible for any damages caused by such materials to his computer system

or for information that is lost as a consequence of downloading materials from the mobiefit.

13.6 The User is exclusively liable for any claims of lawsuits of any kind in any way derived from or related to conflicts with other users. The User acknowledges and accepts that mobiefit.com will not, under any circumstances, be liable for the acts and omissions of other users, including the damages associated with such acts or omissions.

#### 14. INDEMNIFICATION BY USERS

14.1 The user shall fully indemnify, hold harmless and defend mobiefit and its directors, officers, employees, agents, stockholders and Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of or relate to (1) any breach of any representation or warranty of the user contained in this Agreement, (2) any breach or violation of any covenant or other obligation or duty of the user under this Agreement or under applicable law (3) use by the user of the results obtained from the activities prescribed by the mobiefit app, trainers, partner institutes whether or not caused by the negligence of mobiefit or any other Indemnified Party and whether or not the relevant Claim has merit.

14.2 In the event that a claim is brought by a third party, the user shall promptly, truthfully and completely make available to mobiefit all information available to such user that may be necessary to verify such claim and defend against it.

#### 15. MEDICAL ADVICE

15.1 In any case of coaching, advice, consultation, suggestions or any other services provided through the mobiefit platform, mobiefit does not claim or warrant such services to substitute the consultation of a specialized doctor and is not to be construed as medical advice or prescriptive in any way. These

services may be provided by mobiefit or any of its partners, including but not limited to, its empaneled coaches, trainers and the H.E.A.L institute.

15.2 If any such claim is explicitly made by any service provider through the mobiefit platform, mobiefit does not endorse or warrant the claim and the claim is made solely by the service provider to the user.

## 16. CHANGES TO THE T&Cs

16.1 mobiefit reserves the right to amend these T&C from time to time for a number of reasons including, without limitation, for commercial reasons, to comply with applicable law or regulations, or for customer service-reasons. At any time, the then-current version of these T&C is available for viewing on the mobiefit.com platform. These T&C were last modified on 20 Nov, 2015

16.2 You should periodically review the most up-to-date T&C. The User is encouraged to check the terms and conditions for any changes. By using the platform after the changes, even without active notification, the user implicitly agrees to the new terms and conditions.

## 17. PROPRIETARY RIGHTS

17.1 The User fully acknowledges, agrees and confirms that mobiefit including its mode and manner of presentation is subject matter of various Intellectual Property Rights (IPR). Besides, the right, title and ownership in respect of the all IPR in the mobiefit including any modification and improvements thereon shall always vest with the mobiefit and/or its Licensor(s); and the User shall not indulge in any act or deed which may in any manner affect, hamper, impede, infringe or violate the said IPR of mobiefit or its Licensor(s) including any improvements or modifications thereon; The User shall promptly notify mobiefit if it becomes aware of any unauthorized act of infringement of IPR of mobiefit. mobiefit has been developed and/or sourced at a considerable cost and time and unauthorised usage will result in infringement of the IPR.

17.2 The User shall not use any part of mobiefit for any other form of

distribution for consideration or otherwise. User shall not copy, reproduce or transfer mobiefit or any part thereof in any form or means without any approval.

## **18. Disclaimer; No Warranties**

18.1 To the fullest extent permissible pursuant to applicable law, mobiefit disclaim all warranties, statutory, express or implied, including, but not limited to, implied warranties of Merchantability, fitness for a particular product or purpose, and non-infringement of proprietary rights.

18.2 No advice or information, whether oral or written, obtained by you from mobiefit or through the services or the site will create any warranty not expressly stated herein.

18.3 You expressly acknowledge that as used in this section, the term mobiefit includes mobiefit's officers, directors, employees, shareholders, agents, licensors, subcontractors and affiliated companies.

18.4 You expressly agree that use of the services and the site is at your sole risk. It is your responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, merchandise and other information provided through the site or on the internet generally. We do not warrant that the service will be uninterrupted or error-free or that defects in the site will be corrected. The services and the site and any data, information, third party product, reference sites, services, or other product made available in conjunction with or through the services and the site are provided on an "as is" and "as available," "with all faults" basis and without warranties or representations of any kind either express or implied.

18.5 mobiefit do not warrant that the data, functions, or any other information offered on or through the services, the site or any reference sites will be uninterrupted, or free of errors, viruses or other harmful components and do not warrant that any of the foregoing will be corrected. mobiefit do not warrant or make any representations regarding the use or the results of the

use of the services, the site or any reference sites in terms of correctness, accuracy, reliability, or otherwise. You understand and agree that you use, access, download, or otherwise obtain information, materials, or data through the services, the site or any reference sites at your own discretion and risk and that you will be solely responsible for any damage to your property (including your computer system and device) or loss of data that results from the download or use of such material or data.

18.6 We do not authorize anyone to make any warranty on our behalf and you should not rely on any such statement. This paragraph shall survive termination of this agreement. In no event will mobiefit be liable for any incidental, consequential, or indirect damages (including, but not limited to, damages for loss of profits, business interruption, loss of programs or information, and the like) arising out of the use of or inability to use the site.

## 19. MISCELLANEOUS

19.1 In the event that individual provisions of these T&C shall be or become invalid, all other terms and conditions shall remain in full force and effect.

19.2 Governing Law and Jurisdiction.

19.2.1 These T&C and all contractual relations and litigation between the users and mobiefit shall be governed by Indian law, excluding the conflict of law-provisions of the United Nations Convention on Contracts for the International Sale of Goods.

19.2.2 Place of delivery and exclusive court of jurisdiction shall be Goa, India.