

## **Privacy Policy**<sup>\*</sup>

This 'Privacy Policy' is applicable for your download, use in every manner (including but not exclusively use for evaluation, trial, testing, use as a customer), transfer of data, usage of internal links, in-App advertising and data collection, data submission, data evaluation and all other possible uses (*all of which will be hereinafter referred to as "Use(s)"*) which may be possible through and by any of the applications - 'Tabata Stopwatch', 'Tabata Stopwatch Free', 'Tabata Stopwatch Pro - Tabata Timer', 'Tabata Stopwatch Pro - Tabata Timer and HIIT Timer (iOS)', 'Tabata Stopwatch Pro - Tabata Timer and HIIT Timer (Android)', 'HIIT Stopwatch', 'Workouts+ - Interval Timer and Gym Fitness Timer', 'All Timers - Timers and Alarms' and 'Boxing Stopwatch - Timer For MMA, Rounds And Boxing Fight Workouts And Gym Practice' (*hereinafter referred to as "Apps" or "the Apps" and when referring to any one of them individually, the 'App'*) which run on personal electronic devices including but not limited to mobile phones, laptops and tablets (*hereinafter referred to as "Cell Phones"*). This Privacy Policy is also applicable to the maximum extent possible and wherever related to the use of the official Website of the Apps, <https://www.parabolicriver.com> and its internal links (*hereinafter referred to as "Website" or "the Website"*). The Apps and the Website are developed and maintained by *M/s Parabolic River (hereinafter referred to as "Us" or "We")* which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns. This Privacy Policy will apply to all Uses of any of the Apps and/or use and access of the Website from any device and any operating system or platform.

All external links which might be accessible from the Apps or the Website may or will have their own terms and conditions, usage and privacy policies and We and our affiliates and partners do not control them and bear no responsibility for any consequence arising from their usage.

### **Coverage**

1. The Privacy Policy is applicable for all users who have downloaded any version of any of the Apps including versions which are no longer supported or available for download from any platform including application distribution platforms or stores but not limited to Google Play Store, Apple App Store, etc. (*hereinafter referred to as "App store(s)"*), <https://www.parabolicriver.com> or through any other medium which has been permitted to promote, market or sell the Apps by the developers of the Apps. The developers and their affiliates and partners are not responsible for any situation arising from the installation or download of the Apps from unauthorised sources and will not be responsible for any possible consequences including but not limited to unauthorised use of private information or any financial loss or damage.
2. The Privacy Policy will be binding on all persons (natural or legal) who use or download any of the Apps or the access the Website from any jurisdiction where they are legally available for access, use or download across the world.

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<sup>\*</sup> This document has certain amendments which has affected its coverage. Please refer to the last page of the document to understand the modifications and its revised coverage.

3. This Privacy Policy will be the document on the basis of which your consent has been taken for use and transfer of private information depending on the country where you use, download or purchase any of the Apps or access the Website.
4. This Privacy Policy should be read together with the 'Terms and Conditions' for the Apps and the Website available at <https://www.parabolicriver.com/help/termsandprivacy/>.

#### **Mode of Data Collection- App**

5. We collect anonymous private information and personally identifiable information including but not limited to your usage history, your pattern of usage of the Apps (including but not limited to use of in App buttons and features), personal customisations within the Apps, other applications that you use, time and location of your download and usage of any of the Apps, your use of in App advertising and your mobile device identification parameters. Certain forms of personal data including usage information as stated in this Clause cannot be deleted even on receipt of a request for the same due to technological limitations and we are unable to comply with any such request.
6. In case you open an account on any of the Apps (*hereinafter referred to as "Account" or the "Account"*) and/ or depending upon your request through email or any other mode of communication and/or depending upon the amount of features which you seek to use within any App, We may also collect personally identifiable information including your name, email, address, telephone, fax and mobile numbers, age, gender, weight or any other information that you provide Us through forms or data collection pages within the App including the form filled while registering the Account. Information is also collected automatically through your continued regular usage of any of the Apps. The information collected as mentioned in this clause is retained in our server and/or the backup server for a period of at least 30 (Thirty) days after you request a deletion of your Account and We cannot entertain requests for automated or expedited deletion of such information.
7. Information, including any personally identifiable information which is normally not required for the use or functioning of the app and which you have voluntarily chosen to convey through or outside the interface of the Apps for request of additional support or with the purpose of directly communicating with the developers of the Apps or for requesting additional support will not be covered under the provisions mentioned in Clause 6 above and such information will also not be deleted from our servers even on receipt of a request of deletion of your Account.
8. We may request access to information within your Cell Phone such as photos, videos and contact information and application data from your Phone and may collect such information if required for providing you with the services of the Apps. We may also use your Cell Phone identification parameters such as Device id and its internal devices such as camera, location services and Cellular service provider information to provide you the services of the Apps and also transfer such information to our servers.

9. Our partners and affiliates may also collect personally identifiable information including name, email, address, telephone, fax and mobile numbers, age, gender, weight or any other information that you provide Us through forms or data collection pages within the Apps if you decide to communicate with them or use their services. We do not control the storage and usage of such personal information by our partners and affiliates and We do not control any of their services. We also accept no responsibility for any of their claims and services and request you to exercise caution before using their services and contact them directly for any issues which arise from your use of their services.
10. You may be required to provide financial information such as your credit card information for purchasing our Apps or for purchasing additional features in the Apps. The financial information is directly collected by our payment processing partner if you decide to make such a purchase of the App or for any In App purchases. We clarify here that this financial information provided by you for such purchase is not available, controlled, collected or stored with Us and is directly received by our payment services provider through a secure payment mode as approved by the App store which you use to make such purchase. The relevant App store and/ or our payment processing partner(s) may save the payment information provided by you on your request and/or depending upon the laws of the country and the instructions of the banks and card providers, to facilitate your purchase and provide future refunds if required. We accept absolutely no responsibility for the safety of this information and such transactions will be covered by the terms of use and/or privacy policy of the App store and the payment processing partner used by you for the purchase.
11. Our advertising partners on the Apps may collect personally identifiable information if you decide to visit their links/websites or download their applications. We do not control any of their services or the use and collection of your data. We accept no responsibility for any of their claims and services and request you to exercise caution before using their services and contact them directly for any issues which arise from your use of their services.

#### **Additional data collection through use of specialised extensions and devices**

12. The Apps also provides users with the option to connect it with additional external devices in addition to your Cell Phone and/or use additional features within the App for the monitoring of your health and fitness information.
13. The access of the additional features within the Apps and the ability to connect it with additional devices such as ones which can monitor health information including but not limited to your heart rate, location and workout rate is provided through the use of special software platforms identified as 'Google Fit' (<https://www.google.com/fit/>) and 'Apple Health' (<https://www.apple.com/in/ios/health/>) (*hereinafter together called 'Fitness Platforms'*).
14. In case you decide to use the Apps in connection with any of the Fitness Platforms, We and our partners and affiliates may collect personally identifiable information including name, email, address, telephone, fax and mobile numbers, age, gender, weight or any other information that you provide Us through the use of the App or through the Fitness Platforms.

15. In case you decide to use the Apps in connection with any of the Fitness Platforms, We and our partners and affiliates may connect with additional devices to access and monitor your health and fitness information which includes but is not limited to personally identifiable information including date of birth, height, weight, sex, age, heart rate, workouts undertaken, energy expended, distance covered and locations visited. For collection of this information and to provide you the services available through the App, we may use features integrated within your external devices including but not limited to heart rate monitors, camera, location services, device identification parameters and Cellular service provider information.
16. We collect anonymous private information including but not limited to your usage history, your pattern of usage of the additional features within the Apps (including but not limited to use of in App buttons and features), external device connection duration, frequency of external device connection and personal customisations within the Apps after connecting with the external devices and the Fitness Platforms.
17. Any information including personally identifiable information collected by Us through any of the Apps and then transmitted onwards to the Fitness Platforms do not remain in our control and their usage and processing would be governed solely by the policies of the Fitness Platforms. Consequently, we are also unable comply with any request for deletion of the information or preventing its onward transmission and processing by the Fitness Platforms.
18. Any information including personally identifiable information which is collected through use of the App with the Fitness Platforms and additional external devices will be treated as information collected through the App and its collection and usage will additionally be governed by the provisions of Clause 5 to 11 above to the extent it is not covered under Clause 12 to 17 here.

#### **Mode of Data Collection- Website**

19. We use cookies to provide you the best services and through the cookies, We may collect information including but not limited to clicks on our site, search history, time spent on our Website and search and download history on our Website.
20. We may collect personally identifiable information including your name, email, address, telephone, fax and mobile numbers, age, gender, weight or any other information that you provide Us through forms or data collection pages within the Website. Information, including personally identifiable information which you have voluntarily chosen to convey through the website for request of additional support or with the purpose of directly communicating with the developers of the App or the administrators of the Website; or for requesting additional support will not be deleted and such information will be retained in our database unless We decide to destroy such information. There is no provision to request deletion of information collected under the provisions of this Clause 20.
21. We may collect financial information on our Website through our payment processing partner if you decide to make any purchases. We state that this information is not stored with Us and is directly received by our payment services provider through a secure payment mode. Our

payment processing partner may save the payment information provided by you on your request and/or and or depending upon the laws of the country and the instructions of the banks and card providers, to facilitate your purchase and provide future refunds if required. We accept no responsibility for the safety of this information and such transactions will be covered by the terms of use of the payment processing partner used by you for the purchase.

22. Our advertising partners on the Website may collect personally identifiable information if you decide to visit their websites or download any software provided by them. We do not control any of their services or the use and collection of your data. We accept no responsibility for any of their claims and services and request you to exercise caution before using their services and contact them directly for any issues which arise from your use of their services.

### **Usage and sharing of your personal information**

23. We may use your anonymous personal information and your personally identifiable information collected through the Apps, specialised extensions and devices and the Website to provide you with customised services, suggest more features and at certain times may also provide you with offers, information, targeted advertising or other communication. We may also potentially use the services of third party service providers to save usage settings, App information, your anonymous private information and personally identifiable information. In these cases, the third party service providers will be responsible for the safety of the information and you will be governed by the terms of service of the third party service provider in respect of the terms of protection of your data, its storage and its usage and processing. Your continued usage of this App or Website means that you consent to the sharing and storage of your information with such third party service providers.
24. We share your anonymous private information with our affiliates, partners and advertising service providers to provide you with customised services and suggest more features and at certain times may also provide you with targeted advertising. The anonymous personal information and your personally identifiable information collected through - Apps, specialised extensions and devices, the Website, Emails seeking support from us, Social media pages, messages received across any medium, voice communication and any other information collected by Us or provided voluntarily by you may be used by us for (a) advertising including but not limited to suggesting follow up products and new app subscriptions, and (b) training and quality control purposes and will be shared with our employees, affiliates and partners. We may also use reviews and comments posted on our Social Media pages and App store(s) for promotional, training and marketing purposes and this may also involve identification of the individual posting such reviews and comments through the user name or name used for posting the comments or reviews.
25. We do not share your personally identifiable information with any of our affiliates, partners or third parties unless We receive your request or consent. This may be provided by completing any required forms or clicking on any required buttons or through email or by use of any other authentication options provided by the App stores or any of the Fitness Platforms or through

any other mode that is commonly used in the industry and is permitted by law. On receipt of your consent or request, We may also share your personally identifiable information or anonymous private information with our affiliates, partners and other third parties to resolve or answer any queries or issues for which you have chosen to contact Us through the App(s), email, Website or any other mode. We will not be responsible for any misuse of data by third parties if the data has been collected and shared with the third party with your consent.

26. We may have to disclose your anonymous personal information and your personally identifiable information on request or valid orders or warrants or any other legally binding orders from regulatory authorities, government bodies authorised by law, law enforcement bodies and judicial authorities in (a) any of the jurisdictions that you reside, visit or use our App, and/or (b) in any of the jurisdictions that We are based in or operate in.
27. Your anonymous personal information and your personally identifiable information may also be shared and used in case of any disputes or legal proceedings initiated by you, Us or any of our partners, affiliates and/or government authorities in (a) any of the jurisdictions that you reside, visit or use our App, and/or (b) in any of the jurisdictions that We are based in or operate in.

#### **Consent for collection of information**

28. Your continued usage of the Website and/or download and usage of any of the Apps means that you have read and understood this Privacy Policy and provide valid consent to the same as per the laws applicable to you. In case you do not agree with this Privacy Policy, you should immediately stop the use of the App(s) and the Website. You should uninstall all the Apps and destroy any remaining copies of them including any copies that you have maintained for backup or recovery purposes. Copies for the purpose of this clause will mean any old versions of any of the Apps.
29. Your consent for the use of any App and/or its additional features can also be provided by use of any other authentication options provided by the App stores or any of the Fitness Platforms.
30. We do not provide the services of any of the Apps and/or the Website to children below the age of 13 (Thirteen) years without the consent of their parents or legal guardians. In case, children below the age of 13 (Thirteen) years use any of the Apps or access the Website, We consider that they have received the consent of their parents or legal guardians. In case, children below the age of 13 (Thirteen) years, use any of the Apps or access the Website, we will also process all their information and data as per this Privacy Policy and we consider that such usage has the required valid consent from them (if required in any jurisdiction) and/or their parents or legal guardians in terms of Clause 28 on their behalf.
31. Your consent to this Privacy Policy shall also be considered as valid consent for collection, sharing and usage of “Sensitive Personal Information” under the “Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011” in India.

32. In case you are resident within the European Union, your consent to this Privacy Policy shall also be considered as “unambiguous consent” in terms of Article 7 of Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 whereby you have permitted collection, transfer and processing of your data anywhere across the world.
33. In case you have made any payments for the purchase of any of the Apps or for the use of our service and wish to discontinue with the use of the App(s) or the service, We will provide you a refund as per our ‘Refund Policy’ specified in the Terms and Conditions subject to your compliance with other provisions of the Terms and Conditions. Our ‘Refunds’ page can be accessed at <https://www.parabolicriver.com/help/refunds/> and the detailed Terms and Conditions can be accessed at <https://www.parabolicriver.com/help/termsandprivacy/>.

### **Health Disclaimer**

34. The Apps and the Website do not provide any medical or health information and merely provide access to software used for calculation of timings for certain special types of physical exercises. The Apps and the Website have also not been recommended by any healthcare professionals and usage is solely dependent upon your discretion. Please contact a licensed healthcare professional for health or medical queries.
35. The Apps and the Website do not attempt to provide any medical or health advice and under no circumstances any information contained in the App should be interpreted as medical and health information in any jurisdiction across the world. The Apps and the Website merely aim to aid in physical exercise and certain forms of work out, which in turn may not be suitable for all users. Please contact a licensed healthcare professional before you attempt any physical exercise.
36. The physical exercises which are named in the Apps or the Website may not be suitable for all users and specially may not be suitable for children. Users are requested not to attempt them except under expert supervision. Under extreme situations, the physical exercises may result in serious life threatening injuries and/ or death. The physical exercises may be undertaken under strict professional supervision only and no information contained in the Apps is intended to replace professional guidance and may not be interpreted in such manner.
37. Certain forms of physical exercises including Tabata and HIIT, which are named in the Apps may be physically extremely intensive and demanding. The Apps and/or the Website do not encourage or recommend any of these physical exercises. In case of any discomfort, We recommend that you contact healthcare professionals immediately. We accept no responsibility for any consequences including death and/ or physical or mental injuries arising from the use of the Apps for any activity and we understand that users have the flexibility to use the Apps according to their own preference and We have no control on how they are used.
38. The Apps and the Website do not endorse any physical exercise and are not meant to be considered as health improvement models. The features provided by the Apps and the

Website may be used solely at the discretion of the user for legally permitted purposes and as per his discretion.

39. Through access to the Website or purchase or download or use of any the Apps, you agree to hold harmless, defend and indemnify Us and all our subsidiaries, affiliates, partners, employees, advertisers, suppliers and all other related parties from and against any third party claims arising from or in any way related to your access of the Website or the use of the App(s) for any activity.

### **General Disclaimer**

40. The names of the Apps mentioned in the preambulatory paragraph show the current names used for marketing purposes. These names may be modified unilaterally by the App stores for subscription and billing purposes and in certain situations, these names may vary from names of the Apps in the user interface. The Developer reserves the right to change the names including but not exclusively for marketing or promotional purposes. The change in names also does not affect 'In App Purchases' which may reflect under varied names in invoices issued by the App stores. The variance in names does not affect the functioning of the Apps. We also reserve to make changes in the names of the Apps in the User interface, App stores and/or the Website and/or may add or remove names of the Apps without any prior notice. The Terms and Conditions and the Privacy Policy (*hereinafter together referred to as "Usage Policy"*) continue to be in force at all times for all the Apps mentioned in the preambulatory paragraph and they will not be affected by any changes in names and/or addition or removal of the Apps from the Website and/ or the App stores.
41. Through acceptance of this Privacy Policy you accept to hold Us and our partners and affiliates harmless for any physical, mental or financial harm which may be caused by your use of any of the Apps or the Website.
42. We exclude our responsibility to the greatest extent possible under law for any consequences arising directly or indirectly from any Use of the Website and/or the App(s) and the maximum amount that We are liable to pay you would never exceed the amount paid by you for the purchase of the App(s).
43. Through your download and/or use of the Apps from the App stores, you may also be bound by the terms and conditions, privacy policies or other policies of the respective App stores and We are not responsible for any additional liabilities or duties that may incur from them. We recommend that you read and understand those documents carefully.

### **Queries and Clarifications**

44. In case of any queries or clarifications you can contact Us at our email id: [support@parabolicriver.com](mailto:support@parabolicriver.com) and We will make our best effort to respond to your queries within 3 (Three) business days. Please note that the 3 (Three) business day response policy is only valid in case of App(s) purchased from the Google Play Store and not for the Free or



Advertising supported versions of the App(s) downloaded from the App stores or any other source.

45. The Privacy Policy and Terms and Conditions may be updated with or without notice from time to time and the version available at <https://www.parabolicriver.com/help/termsandprivacy/> on a given date will be considered as the governing document for any incidents arising on that date.
46. An update of the Privacy Policy and Terms and Conditions on the Website will be considered as valid notice to everyone and all users and interested parties are requested to visit the Website regularly to update themselves about the latest updates to Privacy Policy and Terms and Conditions.

#### **Amendments to Applicability and Coverage:**

- This Privacy Policy (Version 1.0.2) is applicable for users of the Apps mentioned below up to the given Application version numbers:
  1. All Timers - Timers and Alarms: 1.3.1
  2. Tabata Stopwatch Pro - Tabata Timer: 2.0.1
  3. Tabata Stopwatch Pro - Tabata Timer and HIIT Timer (iOS): 2.0.1
  4. Tabata Stopwatch Pro - Tabata Timer and HIIT Timer (Android): 1.6.10
  5. Workouts+ - Interval Timer and Gym Fitness Timer: 3.3.1

All versions of other Apps mentioned in the preambulatory paragraph above will be governed by Terms and Conditions (Version 1.0.2) and Privacy Policy (Version 1.0.2).