

Privacy Policy

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 Pro (iOS)*, *Tabata Stopwatch Pro (Paid) (iOS)*, *Tabata Stopwatch Pro - Tabata Timer and HIIT Timer (Android)*, *Workouts+ - Interval Timer* and *All Timers - Timers and Alarms* (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" or 'Developer(s)') 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. The term 'Affiliates' and 'Partners' relates to parties who have entered into a contractual relationship with Us either directly or through an intermediary for providing or receiving certain services including but not limited to service of advertisement and processing of payments. The term 'You' or 'Your' or 'User' refers to any person involved in the Use of the Apps or the Website in any manner.

Coverage

1. The Privacy Policy is applicable for all users who have downloaded any version of the Apps on or after the following version numbers:

Tabata Stopwatch Pro (iOS): 2.1

Tabata Stopwatch Pro (Paid) (iOS): 2.1

Tabata Stopwatch Pro - Tabata Timer and HIIT Timer (Android): 1.7.0

Workouts+ - Interval Timer: 3.4

All Timers - Timers and Alarms: 1.3.2

These T&C are applicable for download of the Apps from any authorised 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.
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/>.
5. An older version of the Terms and Conditions (v. 1.0.2) and Privacy Policy (v. 1.0.2) is available at <https://www.parabolicriver.com/help/termsandprivacy/> and will govern the Use of the previous versions of the Apps and certain other applications as specified in the given document.
6. We are unable to cover Users with older Apps before the version numbers specified in Clause 1 under this Privacy Policy and Terms and Conditions owing to technical limitations. Please upgrade to the newer versions of the App commencing with the version numbers at Clause 1 if You want to be covered by the current version of the Privacy Policy and Terms and Conditions.

Mode of Data Collection- App

7. We do not collect any anonymous private information or personally identifiable information of any kind unless through specific sections when You wilfully disclose it to us under any of the situations covered by the provisions of Clause 9-11 below.
8. We are unable to honour any request for deletion, correction or export of any data collected through the Apps for any User as we have not collected any information in the first place. In situations where such information is collected, we inform You clearly who You are transferring the information to and how You should get in touch with such parties.
9. Information, including any personally identifiable information which is normally not required for the Use or functioning of the app, but which You have voluntary chosen to convey through or outside the interface of the Apps by modes including but not limited to email and social media as a suggestion or for request of additional support or with the purpose of directly communicating with the Developers of the Apps will become our exclusive property. Information received through the aforementioned manner will not be deleted from Our servers/mail box even on receipt of a request of deletion of your information as we are required to retain it for potential legal and regulatory issues.
10. Our Partners and Affiliates including the App stores 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 them 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. We also request You to contact them directly for any issues which arise from your Use of their services. You will be required to make any requests for deletion, correction or export directly to the party whom You submit the information.

11. 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 required for such purchases is directly collected by a payment processing service who is linked to the App stores. 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 a payment services provider linked to the App store through a secure payment mode as approved by the App store which You Use to make such purchase. The relevant App store and/ or its 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.

Additional data collection through Use of specialised extensions and devices

12. The Apps also provides users with the option to connect it with Bluetooth Heart Rate Monitors ('HRM') in addition to your Cell Phone and/or Use additional features within the App for the monitoring of your health and fitness information. The HRM will have to be connected manually and You will have to provide the requisite permission to the HRM to transfer the information (pairing of a Bluetooth device).
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'*). Important disclosure: We use the Apple HealthKit API on your device, but we never store or transmit this information to our own servers.
14. 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 Cell Phone and HRM.

15. Any information including personally identifiable information collected by Us through any of the Apps when using the Fitness Platforms is directly transferred to the Fitness Platforms. We do not store or Use the information in any manner. Once the information is transmitted onwards to the Fitness Platforms, it does not remain in Our control and their usage and processing would be governed solely by the policies of the Fitness Platforms. The Fitness Platforms have to be manually connected to the Apps by providing acceptance to requisite notifications. 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.

Usage and sharing of your personal information

16. We do not collect or share your information with any party except in the situations mentioned explicitly under Clause 9-15 above. The anonymous personal information and any personally identifiable information collected through Emails, Social media pages, App stores and messages received across any medium, voice communication and any other information provided voluntarily by You may be used by us for improving our Apps and Website and training and quality control purposes and will be shared with Our employees, contractors, Affiliates and Partners. We may also Use Emails and 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.
17. We may have to disclose any information that we have received under Clause 9 and 16 including any 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.
18. 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/ Website and/or (b) in any of the jurisdictions that We are based in or operate in.

Consent for collection of information

19. The Apps must be used only if you accept the Privacy Policy and Terms and Conditions. You must provide your acceptance by Using the App/Website only if You have read the Usage Policy and understand it completely. 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.

20. 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 19 on their behalf.
21. 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

22. 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.
23. 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.
24. 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.
25. 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.

26. 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.
27. 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

28. 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.
29. 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.
30. 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).
31. 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

32. In case of any queries or clarifications You can contact Us at Our email id: 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.
33. 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.
34. 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.