

## **Privacy Policy**

This Privacy Policy governs the terms for data collection and usage by *M/s Parabolic River* through its Apps and Website. The Privacy Policy should be read together with the 'Terms and Conditions' for the Apps and Website (*hereinafter together referred to as "Usage Policy"*) available at <https://www.parabolicriver.com/help/termsandprivacy/>. For the purpose of this document, any capitalised words used in this document have the same meaning as specified in the Terms and Conditions. Additional terms are defined through the use of parenthesis within the document.

### **Coverage**

1. The Privacy Policy will be binding on all persons (natural or legal) who Use or download any of the Apps or access the Website from any jurisdiction where they are legally available for access, Use or download across the world.
2. This Privacy Policy will be the document based on which Your consent has been taken for Use and transfer of information (personal or anonymous) depending on the country where You Use, download or purchase any of the Apps or access the Website.

### **Data Collection and Usage by Parabolic River Through the App(s)**

3. (a) In case, you are located in the EEA, We do not collect any personally identifiable information of any kind through the App(s).  
(b) In case, you are located outside the EEA, we use Google Mobile Ads SDK to serve you personalised ads on the App(s). As the background technology provider, Google may collect and process user information. You may visit '*How Google uses information from sites or apps that use our services*' at <https://policies.google.com/technologies/partner-sites> and the '*Google Privacy Policy*' at <https://policies.google.com/privacy/update?hl=en&gl=gb> to understand how Google collects and processes information.
4. In case, you are located in the EEA, We are unable to honour any request for deletion, correction or export of any data collected through the Apps as We have not collected any information in the first place. We do not provide any services for deletion, correction or export of any data collected through the Apps for non-EEA Users.
5. As a part of their features, the Apps may allow you to manually connect them with Heart Rate Monitors ('HRM') through Your Cell Phone to monitor Your health and fitness information. Permission to use the HRM for data collection and data transfer has to be provided separately (by pairing a device). When connected, the HRMs may transfer data like Your heart rate to the Apps for calculation of fitness parameters through the Use of special software platforms on Your Cell Phone identified as 'Google Fit' (<https://www.google.com/fit/>) and 'Apple Health' (<https://www.apple.com/in/ios/health/>) (*hereinafter together called 'Fitness Platforms'*).
6. The information collected by these Fitness Platforms may include personally identifiable information including date of birth, height, weight, sex, age, heart rate, workouts undertaken, energy expended, distance covered and locations visited. When you permit Us to connect with these Fitness Platforms, We use the Apple HealthKit API and Google Fit SDK on Your

Cell Phone to access Your data. We may use the data obtained from them for certain calculations based on Your request, such as to display the number of calories burnt, but We never store this information on Our Apps or transmit this information to Our own servers.

7. Any information received by Us through any of the Fitness Platforms is directly transferred from the Fitness Platforms and any results that you may want to store are transferred back 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 its 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 the User by providing consent to connect and receive requisite notifications. Consequently, We are also unable comply with any request for deletion of the information or prevent its onward transmission and processing by the Fitness Platforms.

#### **Data Collection and Usage by Parabolic River on its Website**

8. We do not collect any personally identifiable information or use any analytics to collect anonymous data through our Website.

#### **Data Collection and Usage by Parabolic River Outside the App(s)**

9. Users may choose to voluntarily provides us with personally identifiable information outside the interface of the Apps through Emails (seeking support or otherwise), messages or comments on social media pages, voice communication, App Marketplace comments and messages or through any other modes available to them. The personally identifiable information may also be linked to suggestions, comments, support requests or other forms of communication. All such communication and personally identifiable information which has been transmitted to Us will become Our exclusive property. The personally identifiable information and any associated communication under this Clause may be transferred, processed or stored outside the EEA or Your country of residence, and You provide explicit consent for the same. Information received under this Clause will not be deleted from Our servers/mail box even on receipt of a request for deletion of Your information as We are required to retain it for potential legal and regulatory issues.
10. The information provided by You under Clause 9 above may be used by Us for improving Our Apps and Website and/ or for training and quality control purposes and will be shared with Our employees, contractors, Affiliates and Partners. While using Emails and reviews and comments posted on Our Social Media pages and App Marketplace(s) for promotional, training and marketing purposes, we may identify the individual posting such reviews and comments through the user name or name used for posting the comments or reviews.
11. We may have to disclose any information that We have received under Clause 9 and 10 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.

12. Your personally identifiable information under Clause 9 and 10 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.

#### **Data Collection and Usage by our Affiliates and Partners**

13. Our Partners and Affiliates including the App Marketplaces may collect personally identifiable information including name, email, address, telephone, fax and mobile numbers, age, gender, weight or any other information that You provide them (a) through forms or data collection pages and/or, (b) 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 to whom You submit the information.
14. 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 linked to the App Marketplaces. 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 Marketplace through a secure payment mode as approved by the App Marketplace which You Use to make such purchase. The relevant App Marketplace 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 Marketplace and the payment processing partner used by You for the purchase. You will need to communicate directly with the App Marketplace and the payment processing partner directly with any requests for deletion, correction or export of the data under this Clause.

#### **Consent for Collection of Information**

15. The Apps must be used only if You have read, understand and accept the Usage Policy. You must provide Your acceptance by consenting to view ads in the App(s) or alternatively through the purchase of the paid version of the App(s) via In App Purchase or directly from the App Marketplace(s) (for EEA Users) or by continued usage of the Website and/or the

App(s) (for non-EEA Users). In case You do not agree with this Usage 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.

16. 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 15 on their behalf.
17. 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**

18. 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.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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**

24. The names of the Apps mentioned in the definition clause of the Terms and Conditions show the current names used for marketing purposes. These names may be modified unilaterally by the App Marketplaces 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 Marketplaces. 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 Marketplaces 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 continue to be in force at all times for all the Apps mentioned in the definition clause of the Terms and Conditions 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 Marketplaces.
25. 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.
26. 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).

27. Through Your download and/or Use of the Apps from the App Marketplaces, You may also be bound by the terms and conditions, privacy policies or other policies of the respective App Marketplaces 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**

28. 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 Marketplaces or any other source.
29. 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.
30. 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.