

## **Terms and Conditions for Usage**

These 'Terms and Conditions' (*hereinafter referred to as 'Terms and Conditions', 'the T&C' or "T&C"*) are a part of the Usage Policy for Apps developed by *M/s Parabolic River*. The terms defined below in this section will have the meaning assigned to them here throughout the Usage Policy unless explicitly mentioned otherwise:

'*Affiliates*' and '*Partners*' means parties who have entered into a contractual relationship with the Developers either directly or through an intermediary for providing or receiving certain services including but not limited to service of advertisement and processing of payments;

'*Apps*' or '*the Apps*' mean '*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*';

'*App*' means any one of the Apps individually;

'*Cell Phone(s)*' mean personal electronic devices including but not limited to mobile phones, laptops and tablets;

'*EEA*' refers to the European Economic Area;

'*In App Purchases*' refers to purchase of additional content, App upgrades or services within the Apps;

'*Us*' or '*Our*' or '*We*' or '*Developer(s)*' refers to *M/s Parabolic River* which expression shall, unless it is repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns;

'*Use*' or '*Use(s)*' means access, download, use in any 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 of the Apps and the Website from any device and any operating system or platform.

'*Website*' or '*the Website*' means <https://www.parabolicriver.com> and its internal links;

'*You*' or '*Your*' or '*User*' refers to any person involved in the Use of the Apps or the Website in any manner;

Additional terms are defined through the use of parenthesis within the document.

### **Coverage**

1. These T&C govern Apps downloaded from any authorised platform including application distribution platforms or stores but not limited to Google Play, App Store, etc. (*hereinafter referred to as "App Marketplace(s)"*), <https://www.parabolicriver.com> or 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. This T&C will be binding on all persons (natural or legal) who Use or download any of the Apps or access the Website in any jurisdiction where they are legally available for access, Use or download across the world. 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 cannot be held responsible for any situation arising from their usage.
3. This T&C will be the document based on which Your consent has been taken for Use and/or access of the Website and any of the Apps.
4. This T&C should be read together with the 'Privacy Policy' for the Apps and the Website available at <https://www.parabolicriver.com/help/termsandprivacy/>.
5. This T&C and the Privacy Policy (*hereinafter together referred to as "Usage Policy"*) may be available in multiple languages but in case of any discrepancy, only the English version will hold good.
6. We are unable to cover Users with older Apps before the following version numbers under the current Usage Policy owing to technical limitations:

*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*

An older version of these 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 Apps before the above-mentioned version numbers. Please upgrade to newer versions commencing from the above-mentioned version numbers if You want to be covered by the current version of the Usage Policy for the Apps.

### **Data Collection, Sharing and Commercial and Non-commercial Usage**

7. The mode of collection, sharing and usage of User Information through and from the Apps and the Website are stated in detail in the Privacy Policy available at <https://www.parabolicriver.com/help/termsandprivacy/>.
8. The App Marketplaces, Your financial services provider, advertisers and other Partners may have different privacy policies and terms of usage (*hereinafter referred to as 'Third Party Policies'*) and We request You to read and understand them properly before using Our services. Your usage of their services may mean that You comply with the Third Party Policies. We are not responsible for any additional liabilities or duties that You may incur from

the requirement of complying with them. We also do not have any responsibility for any situation which arises from Your transaction(s) with them even if such transaction(s) occurred through the Website or any of the Apps.

9. **Users are recommended to immediately read and understand the Privacy Policy at <https://www.parabolicriver.com/help/termsandprivacy/> as it is a part of the Usage Policy and they should continue usage of the Apps only after they have read and agreed to both the Terms and Conditions and the Privacy Policy.**

#### **Consent for Usage of the Apps and the Website**

10. Your consent through the App(s) for the viewing of 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 Your continued usage of the Website and/or the App(s) (for non-EEA Users), means that You have read and understood the Usage Policy and provide valid consent to the same as per the laws applicable to You. In case You do not agree with any of the documents which make up the Usage Policy, You should immediately stop the Use of the App(s) and/or 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.
11. The Apps are dependent on Google Technology for smooth functioning. 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.
12. (a) In case, You Use a free version of any of the App(s) within the EEA, We will serve You non-personalised ads based on an identifier on Your Cell Phone after acquiring Your consent when you Use the App(s). You may withdraw this consent for receiving ads at any time through the 'Settings' option in the App. In case You withdraw consent for receiving ads, We will provide You an option to purchase a paid version of the App(s), to enable You to continue Using it/them. In case You want to revert back to Using the free version of the App(s), We will have to acquire Your consent again for serving non-personalised ads as per our Usage Policy.  
(b) In case, You Use a free version of any of the App(s) in California, USA, We will serve You non-personalised ads through Google.  
(c) If you click on any ads served on Our Apps, You may be redirected to external webpages or apps which may track You or collect Your personal information. We do not control these external webpages or apps and You will be governed by their terms and policies when You access or visit them.  
(d) In case, You Use a free version of any of the App(s) outside the EEA or California, USA, We will serve You personalised ads through the Google Mobile Ads SDK.

(e) Non-personalised ads that you may view on our App(s) do not use or collect any personal data or track any Users.

(e) Across the world (including EEA and California, USA), You may choose to Use an ad-free version of the App(s) by purchasing a paid version through an App Marketplace or by upgrading the App(s) through an In App purchase.

13. We do not provide the services of any of the Apps and/or the Website to children below the age of 13 (Thirteen) years. Content in the App(s) and the Website may only be suitable for Users above the age of 13 (Thirteen) years. If You are below the age of 13 (Thirteen) years and have obtained any of the App(s), You should not Use them and uninstall them immediately. We do not permit the Use of the App(s) or the Website by children below the age of 13 (Thirteen) years and specifically exclude any liability of any kind arising from any unpermitted Use. The parents or legal guardians will be solely responsible for any consequences arising from the Use of any of the Apps or the Website by their children below the age of 13 (Thirteen) years in violation of this Clause.
14. 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 below.

### **General Terms of Usage**

15. All users who access the Website or Use any of the Apps undertake not to act or cause any other person to act in a manner prohibited by law on the Website or on the App(s).
16. You may be liable under the law in multiple jurisdictions for any illegal activities conducted on the App(s) or the Website and You will be solely responsible for all consequences of the same.
17. In consideration of You agreeing to abide by the terms of these Terms and Conditions, We grant You a non-transferable, non-exclusive limited licence to use the App on Cell Phones which use the same App Marketplace account as the one which You had used to purchase the App, subject to compliance with these Terms and Conditions, the Privacy Policy and the App Marketplace terms incorporated into these Terms and Conditions by reference. We reserve all other rights.
18. The App(s) may be used for personal purposes only. Any renting, lease, sub-license, loan, translation, merger, adaptation, sale or modification of the Apps or the Usage Policy by any person without Our explicit written permission is prohibited. For the purposes of clarity, any sale, resale or transfer of the Apps by indirect means such as in the form of bundles (with devices/other software) or by transferring access to an App Marketplace account is also prohibited.
19. All intellectual property of any form whether registered or otherwise belongs to the Developers or the parties who the Developers have licensed it from. You acknowledge that all intellectual property rights in the Apps, the Usage Policy and the technology (including the source code) belong to Us or Our licensors in all jurisdictions across the world. The Apps have been

provided with a limited usage license and have not been sold to You, and You have no rights in, or to, the Apps, the text of the Usage Policy or the technology used in the Apps other than the right to use the App in accordance with the terms of these Terms and Conditions.

20. Users of the App(s) and the Website agree not to undertake any scraping, mining, hacking or other illegal activities on the App(s) or the Website and We reserve the right to block any such attempts and disable access to the App(s) or the Website for such users after informing the App Marketplace.
21. Users of the App(s) and the Website undertake not to upload, propagate or distribute any sensitive, potentially racial, criminal, pornographic or illegal content including information protected by Intellectual property laws anywhere in the world. We reserve the right to inform law enforcement agencies and regulatory authorities about such attempts and reserve Our right to proceed in terms of law to penalise such offenders and/or to protect Our interests.
22. You may not disseminate, modify, reassemble, reverse-engineer or Use any of the Apps or the Website in any manner which may be considered beyond the normal Use of the App(s) or the Website.
23. You may also not resell or licenses the App(s) without the explicit consent of the developers and in the absence of a valid written agreement.
24. We reserve the right to inform law enforcement agencies and regulatory authorities about any violations of laws that are reported or comes to Our notice and We reserve the right to proceed in terms of law to penalise such offenders and/or to protect Our interests.

#### **Purchases, Refunds and Disputes ('Refund Policy')**

25. You are solely responsible to ensure the compatibility of Your Cell Phone with the App(s) before You purchase the App(s) from any of the App Marketplaces or any other source where it is offered for sale. The App(s) are available for download or purchase on an 'as is where is' basis on the App Marketplaces and no customisations based on the preferences of an individual User may be possible. In case, You do not find Your desired features in the App(s) or are dissatisfied by them, You must immediately seek a refund within 14 (Fourteen) days of the purchase of the App(s) as provided under Clause 30 of this T&C. We may not be able to provide any assistance for customisation requests beyond the provision for refund as provided under the Refund Policy.
26. In certain jurisdictions, You may be required to make a payment for the download of the App(s) from an App Marketplace. Your payment for the App(s) is governed by the policies of the App Marketplace, the payment processor who receives the payment and also the laws of multiple jurisdictions across the world.
27. In case You make a purchase, You may also have certain rights as a customer depending on the jurisdiction where You reside or make the purchase. These rights will be limited and/or replaced by the provisions of the Usage Policy to the maximum extent permissible under law. In all situations where the laws of the jurisdiction permit the replacement of the statutory provisions with contractual arrangements/provisions, the Usage Policy will prevail.

28. Your purchase of the App(s) is also governed by the policies of the App Marketplace which You use to make the purchase and/or Third Party Policies and We request You to read and understand those policies before making any purchases. We are not responsible for any issue arising from the policies of the App Marketplace and/ or the Third Party Policies.
29. We and Google may decide to issue partial refunds at Our sole discretion in certain circumstances if We deem fit.
30. You may request a refund for any reason within 14 (Fourteen) days of the purchase of the App(s) and We will provide You a complete refund of Your purchase amount. You will be required to uninstall the App(s) and provide a confirmation to Us about the completion of the uninstallation. We reserve the right to disable any accounts and/or licenses linked to the purchase of the App(s) after completion of the refund process from Our end. Any requests made after 14 (Fourteen) days of the purchase of the App(s) will be governed by the refund policy of the App Marketplace and We will comply with any requests made in line with them.
31. Notwithstanding anything in Clause 30 above, in case, You have purchased the App(s) through an App Marketplace, You will be also be governed by the policies of Your App Marketplace and/or Third Party Policies and We may not have any control over the refund process and decisions on refunds may be automatically made by the App Marketplace. In any event, We will approve any refund requests made within 14 (Fourteen) days of the purchase of the App if confirmation or consent for such a refund request is sought from Us. You may also in certain cases not be eligible for any refunds as per the policy of the App Marketplace and in such a situation You will be bound by the policies and/or decision of Your App Marketplace and We have no discretion or control over the process.
32. In case Your refund request has been approved and a refund has been made, We would require You to uninstall the App(s) from Your phone and destroy any copies of the App (including copies for back or old versions) made by You in compliance with law. We reserve the right to initiate legal proceedings for any misuse of the App(s).
33. With the aim of improving the functionality of the Apps and to provide better service to Our customers, We continually update Our Apps. This may result in termination of support for older versions of operating systems and Cell Phones without any notice and We will not provide any refunds for the same. It is Your sole responsibility to update Your software and Cell Phones to ensure that You can Use the latest version of the Apps.
34. Any free or paid updates are provided at Our sole discretion, We may release updates only for the latest versions of operating systems and We undertake no general responsibility to provide any updates for any of the Apps. We also do not provide any option for transferring App purchases (a) from one Cell Phone to another (except for users using the same Apple ID or Google Play Account with which they purchased the App on multiple Cell Phones), (b) from one App Marketplace to another (for example, from Google Play Account to Apple ID and vice versa), (c) from one Apple ID to another Apple ID, (d) from one Google Play Account to another Google Play Account. Use and download of the Apps on a new Cell Phone and/or on

- a new App Marketplace and/or with a new Apple ID or Google Play Account may require a fresh purchase of the then available version of the App(s) from the relevant App Marketplace.
35. Any price paid for the purchase of the Apps is only for the version available for purchase at the App Marketplace at the moment of purchase and not for any future versions or updates. We reserve the right to charge for any new updates of the Apps or for releasing and enabling the use of any new features in an already existing version of the Apps.
  36. 'Jailbroken' Apple Cell Phones and 'rooted' Android Cell Phones are not supported and You have the sole responsibility to ensure that You do not use the Apps in such Cell Phones. This may effectively mean that the Apps can be installed only in Cell Phones which are running stock iOS and Android Operating System installed by the Original Equipment Manufacturer (OEM).
  37. All Trademarks and Registered Trade Marks used in the Usage Policy belong to the respective companies which own them and no claims are made over the same. Google, Android and Google Fit are trademarks of Google LLC. Google Play and the Google Play logo are trademarks of Google LLC. Apple, App Store and HealthKit are trademarks of Apple Inc. IOS is a trademark or registered trademark of Cisco in the U.S. and other countries.

#### **Disclaimer and Indemnity**

38. Through acceptance of the T&C and the 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 the App(s) or the Website. We exclude Our responsibility to the greatest extent possible under law and the maximum amount that We are liable to pay under any situation would never exceed the amount paid by You for the purchase of the App(s).
39. Although, We try to maintain the highest degree of functionality for the App(s) and the Website, there may be scheduled or unscheduled interruptions in service for reasons beyond Our control. We will try to inform Our users at the earliest about such possible disruptions but may fail under certain circumstances. We do not undertake to honour any claims for losses arising from such disruptions.
40. Although, We try to build the most stable builds of Our Apps, they may not perform as expected under certain circumstances. We request You to inform Us immediately about any such situations and stop using the App(s) immediately till We resolve the problem. We do not accept any responsibility for any damage to Your Cell Phone from such usage and the maximum amount that We are liable to pay would never exceed the amount paid by You for the purchase of the App(s).
41. Notwithstanding anything mentioned in Clause 40 above, You are solely responsible to ensure the compatibility of Your Cell Phone with the Apps and You are required to test the compatibility of the Apps before purchase. We are not required to, and to the maximum extent permissible under law do not undertake to provide any updates or fixes to Our App(s) to resolve any issues. In case of any issues, Our liability is limited at all times to refund of the sum paid for the purchase of the App(s).

42. The World Wide Web and the cloud can also result in the transmission of potentially harmful software and undesirable content and We bear no responsibility for any such transmission through Our App(s) or Website. We request Our users to install and maintain the latest version of operating system and security software and scan all Our Apps and the Website when accessing or downloading them.
43. We do not ever request any personal or financial information directly through phone, messages or email or through any other unsecure mode of communication and We request Our users to report any such incident to Us through email at [support@parabolicriver.com](mailto:support@parabolicriver.com). We will not be responsible for any financial losses incurred through such financial or cybercrimes.
44. Through access to the Website or purchase or Use of any of 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 claim arising from or in any way related to the breach of the T&C, Privacy Policy, App Marketplace policies, and local or international applicable laws, rules or regulations in connection with Your Use or access of the App(s) and the Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

#### **Health Disclaimer**

45. 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.
46. 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.
47. 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, 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.
48. 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.

49. 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 judgment.
50. The calculations made through the App(s) for calories expended, basal metabolic rate, heart rate and any other fitness parameters are only approximate calculations and are for reference only. They should not be used for any medical, health or any other purpose and no liability is accepted for use of this information.

### **Queries and Clarifications**

51. 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 on Google Play and not for the Free or Advertising supported versions of the App(s) downloaded from the App Marketplaces or any other source. Any notice will be considered valid only if it is sent by Email to [support@parabolicriver.com](mailto:support@parabolicriver.com).
52. We comply with the policies of the App Marketplaces in relation to customer support. We cannot provide expedited support and do not accept any responsibility for any losses arising from delay in providing support to the User. In any case, We exclude Our responsibility to the greatest extent possible under law and the maximum amount that We are liable to pay would never exceed the amount paid by You for the purchase of the App.
53. In case of users who Use the Free or Advertising supported versions of the App(s), support is provided at Our sole discretion and We reserve the right to decline support to any User or refuse to respond to any support request.
54. Support for users through any mode not directly mandated by the App Marketplace, including through Social media platforms and email, is provided at Our sole discretion and We reserve the right to stop such service at any moment without any prior notice. We reserve the right to delete any content which We consider undesirable from Our Website, Social Media pages, App(s) and other forums. We also reserve the right to block any users from Our email inboxes, Website, Social Media pages, App(s) and all other forums for posting content, which We consider undesirable or at Our sole discretion without assigning any reason.

### **Other Terms**

55. The names of the Apps mentioned in the definition above 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 the right 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 Usage Policy continues to be in force at all times for all the Apps mentioned in the definition above and 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.

56. 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. Only the latest version of the Usage Policy will be available on the Website. Users have the sole responsibility to download and save any copies of the Usage Policy on a particular date if they require them. No requests for providing older versions of the Usage Policy will be entertained.
57. 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. Any updates to the Usage Policy will take effect immediately on its publication on the Website.
58. We will not discriminate against Users for exercising any rights under the California Consumer Privacy Act of 2018 ('CCPA'). However, We may offer financial incentives permitted by the CCPA that can result in different prices, rates or quality levels.
59. Any disputes arising from the Use of the App(s) or the Website will be covered under the jurisdiction of courts of Delhi, India only. Your consent through the App(s) for viewing non-personalised 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 Your continued usage of the Website and/or the App(s) (for non-EEA Users) means valid acceptance of this term and You surrender Your rights to sue in a local court to the maximum extent legally possible.
60. 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). We also do not provide any warranty about the suitability of the Apps or the Website for any purpose or their quality and will not be liable to indemnify any person for any losses or damages arising from their purported failure or non-suitability for any particular purpose.

61. The Usage Policy will not be interpreted against one party merely as it was drafted by that party.