PRIVACY POLICY

This privacy policy sets out how InStats uses and protects any information that you give InStats when you use one of our applications. InStats is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this app, then you can be assured that it will only be used in accordance with this privacy statement. InStats may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

What we collect

We may collect the following information, we will always try and ask for the minimum amount of data to give you a good experience. Please check the app Auth Dialog to see exactly what permission the app needs.:

- -Device information
- -E-Mail address
- -First & Last Name

What kind of reports InStats will show you?

InStats is an app to alert you to water intake and track the amount of water you have drunk.

What we do with the information we gather

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

- App experience information to improve our products and services.
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

How we use cookies

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyse web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences. We use traffic log cookies to identify which pages are being used. This helps us analyse data about webpage traffic and improve our website in order to tailor it to customer needs. We only use this information for statistical analysis purposes and then the data is removed from the system. Overall, cookies help us provide you with a better website, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the website.

Links to other websites

Our app may contain links to other content of interest. However, once you have used these links to leave our app, you should note that we do not have any control over that other content. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

Controlling your personal information

You may choose to restrict the collection or use of your personal information by not accepting access to your details in the Auth Dialog box. You can also withdraw permissions by the app to access your data by going to the settings. We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about our own content which we think you may find interesting. You may request details of personal information which we hold about you under the Data Protection Act 1998. A small fee will be payable. If you would like a copy of the information held on you please contact us. If you believe that any information we are holding on you is incorrect or incomplete, please contact us as soon as possible. We will promptly correct any information found to be incorrect..

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any

Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

Information about the auto-renewable nature of the Premium Subscription InStats PRO

- Every time in a week you can reach your updated premium reports and if you want to continue getting premium reports, your subscription should be continued.
- Subscription periods are 1 month and 12 months. Every 1 month and 12 months your subscription renews.
- 1 month subscription price is \$9.99. 1 Year price is \$35.99.
- Payment will be charged to iTunes Account at confirmation of purchase.
- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.
- Account will be charged for renewal within 24-hours prior to the end of the current period.
- You can cancel your subscription via this url:
 https://support.apple.com/en-us/HT20203
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- Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase
- Privacy policy: <u>instats.github.io/privacy.pdf</u>
- Term of use: instats.github.io/terms.pdf
- Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable

Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of InStats and its licensors. The Service is protected by copyright, trademark, and other laws of both the Russia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of InStats.

Termination

We may terminate or suspend your access immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

Upon termination, your right to use the Service will immediately cease.

Limitation Of Liability

In no event shall InStats, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

InStats its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.