

WorkFitt End User Agreement and Terms of use-

Welcome To WorkFitt!

By accessing the Application, at your option, registering thereon and thereafter using the Services as a subscriber, you agree to be bound by this Agreement and the terms contained in it. This Agreement governs your access and use of this mobile application provided you choose to subscribe. If you do not agree with the terms contained in this Agreement, you are not permitted to use this App. We may revise these terms of use at any time, and you will be notified of the same as they are binding on you. In said case you will have to re-accept the terms and conditions within stipulated period to continue with the access to this application.

1. ACCESS AND USAGE-

- 1.1 We will not be liable, if for any reason our App or the services provided by the same are unavailable at any time or for any period. From time to time, we may, at our sole discretion, restrict access to some parts of our App, or our entire App, to Users who have registered with us for maintenance or other technical purposes.
- 1.2 Usage of the application is provided to subscribers provided i) They comply with the agreement in this form. ii) Will not copy or distribute any part of the service other than the intended use of prescriptions and assessment. iii) You will not use the Application other than the intended purpose.
- 1.3 In order for complete access to the services provided by the application you need to register and be a subscriber of this application.
- 1.4 By agreeing to the terms and registering on this application you warrant that i) all the Information provided by you is accurate and complete; ii) You hold a valid degree to practice Physiotherapy services and are registered to one or more regulating body of physiotherapy, or you are admitted in any college affiliated to state or deemed university for completion of physiotherapy degree iii) you shall maintain the accuracy of such information, and any changes thereto by regularly updating any such information subject to availability of immediate change (Change of name, degree, specialization and signature can only be done while renewal of subscription) iv) you are eligible in accordance with applicable laws to enter into a binding contract and are not a person barred from receiving the Services under applicable laws; v) you may use the App only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. We shall not be liable for any injury, damage or other consequence, health related or otherwise arising out of any inaccuracy in the information provided by you on the App. Your profile may be deleted by us by informing you twenty-four hours in advance, without warning or without any notice whatsoever, if we believe that you have violated any of the conditions as mentioned under this Agreement or the Privacy Policy.
- 1.5 The information provided by you (not subject to the prescriptions and bills) may be shared by us with any third party for providing the Services, record keeping purposes, internal procedures or for any other purposes and by using this App you expressly consent to such sharing of the information provided by you.
- 1.6 Upon completing the registration process, you will have your own User ID, password or any other piece of information, as part of our security procedures. You must treat such information as confidential, and you must not disclose it to any third party. You also agree to ensure adequate security and privacy while handling the application on

your device to avoid misuse by any third person and WorkFitt will not be held responsible for the same. We have the right to disable any user ID or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of this Agreement. You will immediately notify WorkFitt of any unauthorized use of your password or user ID, by sending details of such unauthorized use to: workfitt.help@gmail.com

1.7 In case of loss of device, to avoid any misuse of the application please contact us on: workfitt.help@gmail.com

1.8 Use of the account is not available to any User who is suspended or prohibited by WorkFitt from using the App or Services for any reason whatsoever.

2. SUBSCRIBER SERVICES-

2.1 Once you complete the registration you will become a subscriber which will grant you access to-

i) Access content on the application

ii) Access to videos provided on the application

iii) Access to provide your clients with prescription and bills.

iv) Make use of other services provided by the application subject to these terms and conditions.

v) WorkFitt is currently locked to a single device and single account use.

2.2 By providing your Email address and contact information you consent to-

i) our using your email address or mobile number to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail.

ii) Grant permission to contact you through telephone, SMS, e-mail and holds the Application indemnified against any liabilities including financial penalties, damages, expenses in case your mobile number is registered with Do not Call (DNC) database.

2.3 Subscription services will only be provided during an active subscription period. Last day of subscription is considered as a deadline for subscription renewal. Services will be discontinued two days after failure of renewal post deadline.

3. DATA CHARGES-

3.1 You acknowledge that applicable network/data charges may be incurred through your use of the App and you agree that you are responsible for any and all such charges that may be charged to you and that WorkFitt has no liability to you whatsoever in respect of such charges. You also agree that the charges incurred through your use of the App are dependent on your agreement with your service provider and Application has absolutely no liability to you in respect of such charges. You agree that use of the App whilst outside your home circle might incur additional roaming charges and agree to be solely liable for such charges. Company has no liability to you in respect of such charges.

4. GRANT OF LICENSE-

Subject to these terms and conditions of use, WorkFitt grants you a non-transferable, non-exclusive, non-sublicensable limited right and license for you to access and use the Services solely for the purpose permitted in this agreement.

5. PRIVACY AND PERSONAL INFORMATION-

WorkFitt takes your privacy on the App seriously. WorkFitt for documentation purposes will only have a count of total prescriptions and bills sent by you throughout the time of your subscription. The data entries of bills and prescription are not accessible to anyone beside the subscriber they belong to. For personal documentation these entries can be downloaded only by you on the device in a spreadsheet format.

6. MEDICO-LEGAL-

- 6.1 WorkFitt application is an accessory to the treatment program and not a treatment provider itself.
- 6.2 Videos provided are performed by normal healthy individual. WorkFitt provides you with a specific instruction box to write special instructions with respect to your clients performing the demonstrated exercise. Any adverse effect by performing the exercise as demonstrated in the video due to failure of insertion or ignorance of special instruction notes pertaining to your client is not a responsibility of the Application.
- 6.3 You acknowledge that while usage of services on the Application, you are still bound to human rights, safe medical practice, medico-legal laws and health regulation put forth by the governing body/council, state, national and international bodies. Treatment provided through the services of the application are according to your expert opinion and within safe practices; and WorkFitt is not responsible for any unintentional/intentional harm caused directly or indirectly through your practice.
- 6.4 The storage of patient data and records for set period of time as required by medical practice is a responsibility of the practitioner and WorkFitt is not responsible in any manner for the same.
- 6.5 You are solely responsible for the prescriptions, bills, forms and information provided by you through the App to the clients.

7. RESTRICTIONS ON CONTENT-

WorkFitt provides access to record your own videos and exercises for prescription purposes. The contents of the same videos are bound by the following terms-

- 7.1 belong to another person and contain any information that you do not have any right to;
- 7.2 Videos taken without consent.
- 7.3 Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- 7.4 Be false, inaccurate or misleading

8. RESTRICTION ON USE OF SERVICES

8.1 You are not permitted to and shall not do any of the following acts, the breach of which shall entitle WorkFitt to terminate your use of the Services, without prejudice to any other rights or remedies we may have against you:

- 8.1.1 Distribute, sell, supply, modify, adapt, amend, incorporate, merge or otherwise alter the Services and all content provided to you as part of the Services other than the intended purpose;
- 8.1.2 Attempt to decompile, reverse engineer or otherwise disassemble any Service or content provided to you as part of the Services or the App;
- 8.1.3 Attempt to copy any software provided to you as part of the Services or the App and in particular its source code, or attempt to decrypt any part of such software that is provided to you;
- 8.1.4 Create any derivative work or version of any software provided by us in relation to or to facilitate your use of the Services or any content provided as part of the Services;
- 8.1.5 Remove, from the Services or any content provided as part of the Services, any logo, copyright or proprietary notices, legends, symbols, labels, watermarks, signatures or any other like marks affixed to or embedded in the Services;
- 8.1.6 Use the Services or any part of it to create a false identity, to impersonate any person or organization, or attempt to disguise the origin of any content;
- 8.1.7 Use any of WorkFitt's domain name as a pseudonymous return email address;
- 8.1.8 Access or use the App in any manner that could damage, disable, overburden, or impair any of the App's servers or the networks connected to any of the servers on which the App is hosted;
- 8.1.9 Access or attempt to access any content that you are not authorized to access by any means;
- 8.1.10 Access the App through any other means other than through the interface that is provided by us;
- 8.1.11 Alter or modify any part of the Services;
- 8.1.12 Disrupt or interfere with the security of, or otherwise cause harm to the App, materials, system resources, or gain unauthorized access to the user accounts, passwords, servers or networks connected to or accessible through the App or any affiliated linked sites;
- 8.1.13 You shall not remove, alter or obscure any proprietary notice (including any notice of copyright or trademark); and
- 8.1.14 You shall not distribute, share, transfer, sell, lease or rent the App or any part of it to any other person;

9. BILLING AND PAYMENT

9.1 You must notify about any billing problems or discrepancies with regards to your subscription within 15 (fifteen) days after charges first appear on your account statement. If it is not brought to WorkFitt's attention within 15 (fifteen) days, you agree to waive your right to dispute such problems or discrepancies.

9.2 WorkFitt provides service of bill statement generation to send to your clients. The generated bills and amount are-

- i) Fixed individually by the subscribers.
- ii) WorkFitt has no claims or liability over the amount of generated bills.
- iii) To be downloaded and stored by the subscribers and the annual maintenance is not a responsibility of WorkFitt.
- iv) Once downloaded the data is removed from server to enhance user privacy and safety and cannot be retrieved from the application.
- v) Transactions of the bills are not a part of the Application and the services provided.

9.3 Certain aspects of the Services may be provided for a fee or other charge. If you elect to use paid aspects of the Services, you agree to the terms of sale, pricing, payment and billing policies applicable to such fees and charges. WorkFitt may add new services for additional fees and charges, or amend fees and charges for existing services, at any time in its sole discretion.

10. THIRD PARTY SERVICES AND ADVERTISEMENT-

10.1 WorkFitt provides third party webpage integration as one of the services provided.

10.1.1 The tools and forms with copyrighted content displayed on free to avail pages are provided to all subscribers and non-subscribers and WorkFitt has no monetary benefits from the same.

10.1.2 WorkFitt claims no ownership of the websites and the content displayed on it, including without limitation to any link contained in the linked site or any changes or updates to linked site. The Application only provides a webpage to view and interact with the content already displayed on the given websites.

10.1.3 We shall not be held responsible for any transmission whatsoever received by you from any linked site.

10.1.4 All copyrights of the content displayed on the webpage remain with the owner or the website. Application displays website names for copyright laws and WorkFitt has no claim on it.

10.2 Application has integration of Google advertisements. The advertisements can only be controlled by the Application to a certain extent. WorkFitt has no responsibility over the content displayed on your device.

10.3 Third party services may collect internet data not limited to cookies, usage pattern and IP address.

10.4 Terms and conditions of third-party websites are applicable when using them through our App and you can find them on the respective websites.

10.5 Inclusion of the websites and their content is not by any means mistaken as endorsement of any kind.

10.6 The Application is not responsible for any information, mistakes, miscalculations, advertisement or links displayed on third party websites.

10.7 WorkFitt has no responsibility towards the third-party websites and has no liability if those services are not available, temporary down, crashes, or cause any malfunctioning on your devices.

10.8 WorkFitt has no liability whatsoever in your content of-

- i) third party terms and agreements

- ii) third party copyrights
- iii) Misuse of any third-party services
- iv) For damages caused by you in regards with third-party services.

11. DISCLAIMER

- 11.1 You acknowledge and agree that installation and usage of the App is at your own risk. WorkFitt cannot and does not warrant that the app will operate without interruptions, that it will be free from viruses and errors, or that the app will not interfere with the functioning of other software or programs installed on your cellular mobile device and will meet your requirements. No oral, written or electronic information or advice given by any party shall create any warranty, term or condition with respect to the app or otherwise.
- 11.2 The app may be subject to breaches of security and WorkFitt shall not be held responsible for any resulting damage to any user's device from any such breach including but not limited to any virus, bugs, tampering, unauthorized, intervention, omission, deletion, defect.
- 11.3 WorkFitt provides no assurance that any specific errors or discrepancies will be corrected.
- 11.4 WorkFitt is not liable for any network faults or downtime in network services. You agree and acknowledge that relay of text messages is network dependant and company is not responsible for any messages failing to reach their intended recipients.
- 11.5 The app uses the read only memory (rom) of your cellular mobile phone to function efficiently and effectively. You agree and acknowledge that the app might automatically hibernate or go into standby mode if the rom on your cellular mobile phone is insufficient to run the apps and its functions. WorkFitt is not responsible for the app hibernating and you agree that you are solely responsible to keep your cellular mobile phone optimized.
- 11.6 It is possible that the app may get locked or stop working if the data on your cellular mobile phone causes your phone to crash or requires the operating software to be reinstalled. WorkFitt is not liable or responsible to you in any manner whatsoever for such an occurrence.
- 11.7 Any crashes, viruses, bugs or other similar issues and problems may cause the App to misbehave. You acknowledge that WorkFitt is not responsible or held liable to any loss of data in such cases.

12. LIMITATION OF LIABILITY

You understand and agree that under no circumstance WorkFitt will be liable to you on account for damages of any kind, whether based in tort, contract, strict liability or otherwise your misuse of the software. The company shall not be liable for any loss or damages including but not limited to damages of personal injury (including death), either direct, indirect, incidental, consequential or otherwise, arising out of the breach of terms and conditions, breach of contract, negligence, strict liability misrepresentations, or any other legal theory arising out of, or related to, this agreement or your use of the app (such damages include, but are not limited to, loss of profits, business interruption, savings, loss of privacy or any other pecuniary loss, loss of

revenue, loss of data, loss of use of the app or the cellular mobile device or any associated equipment or documents). In any case, the entire liability of WorkFitt shall be limited to the amount paid by you to subscribe to the services provided on the app.

13. TERMINATION OF ACCOUNT AND REFUND POLICY

13.1 You may choose to terminate your account from WorkFitt at any time. For termination of your account, you can mail us at: workfitt.help@gmail.com

13.2 WorkFitt will maintain account details for a stipulated time in case of failure to renew the subscription in time.

13.3 WorkFitt does not provide any cost refund on termination of the account anytime during an active subscription period.

13.4 In regards to any billing problems and discrepancies, WorkFitt does not guarantee a complete return of the said amount in regards to payment gateway and transactional fees.

14. GOVERNING LAW

14.1 The jurisdictional court of Mumbai shall have sole jurisdiction over any claim arising from, or related to, a visit to / use of the App or the links provided, although we retain the right to bring proceedings against you for breach of any of these terms and conditions in your country of residence, country of use or other relevant country. The laws of India govern this Agreement and these terms and conditions of use of the Services.

14.2 WorkFitt accepts no liability whatsoever, direct or indirect, for noncompliance with the laws of any country other than that of India, the mere fact that links and App can be accessed or used in a country other than India will not imply that we accede to the laws of such country.

15. ADDITIONAL TERMS IN RELATION TO PRESCRIPTION LINKS AND BILLS

15.1 You agree and acknowledge WorkFitt sending prescription links and bill to your clients on your behalf.

15.2 WorkFitt has implemented commercially reasonable technical and organizational measures to secure your personal and client data. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures.

15.3 WorkFitt is not liable for any alterations or malfunctions, errors and server problems faced by your client during accessing the prescription links and bill documents due to unauthorized third parties defeating the safety measures or issues pertaining to but not limited to viruses, malware and bugs.

15.4 You or your client if come across any such issues please contact WorkFitt for support on: workfitt.help@gmail.com