

I.- OWNERSHIP

The owner of the GIFit App, due to the APPLICATION is part of the Wingify Software Private Limited, 14th Floor, KLJ Towers, Pitampura, Delhi - 110034

1.2. Customer Service:

Email: shivam.dua@wingify.com

II.- OBJECTIVE

2.1. This document establishes the general terms and conditions (hereinafter the "Terms and Conditions") regulating the access and use of the GIFit application and the services, features, content, applications or widgets offered by GIFit (also including the "service" provided).

2.2. Please read these terms of use carefully before using the services offered by GIFit.

2.3. The access to the APPLICATION, its downloading and use are subject to the acceptance and compliance with these Terms and Conditions; therefore, the USER may not access the APPLICATION and/or use the services offered by GIFit in case of disagreement with the same. The Terms and Conditions available at each time on the APPLICATION and on its web page will be considered to be in force and therefore applicable; we must also consider applicable to the USERS all the particular conditions, warnings, regulations, legal bases of promotions or operation instructions advised to it in relation with the APPLICATION, and which complete the provisions of these Terms and Conditions.

The acceptance of these terms and conditions means accepting the status as a USER of the APPLICATION. This implies full acceptance, without reservations, of each and every one of the terms and conditions displayed at the moment the APPLICATION is downloaded. GIFit reserves the right to modify these Terms of Use at any given time.

2.4. By accepting the following terms, the person thus accepts the terms and conditions of the USER of the APPLICATION, and in the case of the website, the user fully accepts all of its terms and each condition in the moment he downloads the application.

2.5. GIFit reserves the right of modifying its user conditions in any moment. It is the USER's obligation to periodically check the terms of use and to comply with the obligations established with each update and modification.

III.- ACCESS

3.1. The APPLICATION may be contracted by any person of legal age or, where applicable, by emancipated minors more than 18 years old, with a full capacity to contract.

The condition of USER of the APPLICATION may be acquired by any person more than 18 years old. Children under 18 years old can only become USERS of GIFit after the prior authorisation of their parents, tutors or legal representatives, who will be liable for the acts performed by people in their charge.

If you are younger than 18 years old, we recommend that you download the APPLICATION with your parents, tutors or legal representatives so that they can know how it works and authorize you to use it and share information, archives or photographs with other USERS or friends.

3.2. These circumstances cannot be initially verified by GIFit; therefore, GIFit reminds parents and tutors about their responsibility to take care for the use that people in their charge make of the APPLICATION and its functionalities. In all cases, GIFit reserves the right to

request from the parents or tutors of children less than 18 years old documentation verifying their condition of parents or tutors of the minors who wish to download the APPLICATION, and their consent for the minors to use the APPLICATION.

USER guarantee the veracity of all data that they communicate as a consequence of the procedure for contracting the APPLICATION or the invitation of a third user to the APPLICATION.

3.3. The condition of USER will be acquired automatically, once the APPLICATION is correctly downloaded, or by means of the processes that GIFit may offer at each time to the different USER.

3.4. GIFit can submit the download, installation, implementation, execution and use of the APPLICATION when receiving a personal access code or invitation from the USER. Invitations issued by GIFit have personal and non transferable character, and should be associated to only one installation of the APPLICATION in a terminal ownership to the person in charge of the APPLICATION: the consignee. The consignee shall not share, assign or transfer, in any way, your invitation or activation code to third parties.

IV.- CONTENT

4.1. All content, whether published or sent privately, is the sole responsibility of the USER who originated such Content. GIFit can not guarantee the authenticity of the content or data that you or other USERS publish. All Content accessed and published at the use of our Service is agreed to be used at your own risk. If any damage or loss happens to you or others from Content, you will be held solely responsible.

4.2. The Service contains Content specifically provided by GIFit and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You must meet and maintain all notices, information and restrictions of copyright in the Content accessed through the Service.

4.3. GIFit grants you a license to install and run the APPLICATION whose main features are detailed below. Installing and running the APPLICATION is free. Any commercial use, resale, distribution or marketing in any form by the USER or individual, is prohibited without prior authorization by GIFit.

4.4. Sometimes GIFit may request additional permission to carry out certain actions or enjoy certain features. The lack of acceptance of some of the permits necessary for the proper functioning of the APPLICATION may result in suspension of services.

4.5. In the case that the USER, once the APPLICATION is downloaded, has already accepted the permits of the APPLICATION, does not accept an updated invitation and the APPLICATION does not have a valid invitation to run, the APPLICATION will store all the facilitated data and will indicate the necessary process for soliciting such an invitation.

4.6. The APPLICATION will allow the USER, to make different actions including;

Share with other USERS of the APPLICATION information, images, photographs, sounds, and future plans, as well as other data or personal information stored in the APPLICATION or the USER's device.

4.7. The APPLICATION may allow, in some cases, for the USER to share their information or special content only with some specific USERS.

4.8. APPLICATION integration with other social networks allows USERS to share their information and content with other people who are not USERS of the APPLICATION through their profiles on other social networks.

4.9. GIFit can use USERS publications in several different ways in connection with the GIFit Site, Service and business as determined in its sole discretion, showing them publicly, incorporating in marketing material, advertising and other works, creating derivative works of them, promoting it, distributing, etc.

4.10. By submitting the USER Publications Site or through the Service, you hereby grant and will grant to GIFit a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of display, perform and exploit Publications in connection with the Site, the Service and the business GIFit (and its successors and assigns), including for promoting and redistributing part or entire site (and derivative works thereof) or the Service in any media formats and through any media channels (including, among others, websites and third-party feeds).

4.11. You represent and warrant that you have all rights to grant the license without infringing or violating the rights of others, including privacy rights, publicity rights, copyrights, contract rights or any other intellectual or proprietary right.

4.12. You understand that all information publicly or privately posted through the Site is the sole responsibility of the person who originated such Content GIFit not be liable for any errors or omissions in any Content. GIFit can not guarantee the identity of the other USERS with whom you may interact in the course of using the Service.

V.- SERVICE DESCRIPTION

5.1. The APPLICATION offers information to users about events, shows & movies.

5.2. By agreeing to the general terms and conditions you are declaring that you have the legal capacity to act and to enter into contract, and that you understand and accept the general terms and conditions.

The information service is offered free of charge.

5.3. GIFit is not involved in any organizational aspect of the events offered for sale. GIFit is expressly exempted from all liability and/or responsibility that corresponds to the promoter, such as the visibility of the venue where the event takes place or show, their sound quality, local convenience, accessibility, etc.

5.4. Also, content, services and products that appear in advertising and promotional activities of the implementation correspond exclusively to its advertisers.

Changes that occur such as changing dates, local, artists, event cancellation, etc. are exclusive competence of the Promoter of the event.

5.5. GIFit assumes no responsibility for tickets purchased at points of unofficial sale. GIFit is not responsible for any differences in price with other media or sales channels.

5.6. GIFit disclaims any liability for interruptions or malfunction of the services or content offered on the Internet when damage is caused by natural disasters, extreme urgency or computer intrusions or attacks any other case of force majeure. Also, GIFit is not responsible

for network outages, loss of business resulting from these drops, momentary discontinuations of the electric fluid, errors in the telematic networks, etc. GIFit makes every effort to avoid such incidents.

VI.- USER CONDUCT

6.1. As a condition of use, you agree not to use the Service for any purpose prohibited by these Terms of Use. You are solely responsible for all your activities in connection with the Service. Furthermore, you must comply with all local, state, national and international laws, rules and regulations.

6.2. It will be considered a misuse of the APPLICATION by the USER when, in order to get coupons, fake GIFit profiles are created. In that case, GIFit shall promptly check the profile in order to verify their authentication purposes. It may proceed under GIFit discretion, to eliminate all those profiles whose veracity can not be demonstrated. Whenever GIFit requests, the USER must provide all the information which would be required.

6.3. By way of example, and not as a limitation, you cannot and will not allow any third party to use, upload, download, post, or otherwise distribute or facilitate the content of the Service, including among other things, the USER's Publications that:

6.3.1. Infringe any patent, trademark, trade secret, copyright, right of publicity or other right of any person which would violate a law or contract law;

6.3.2. You know to be false, misleading or inaccurate; are unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, promotes intolerance, discrimination or violence, or is inadequate as determined in our sole discretion; constitute unauthorized advertising or unsolicited junk or bulk email ("spam");

6.3.3. Contain software viruses or other computer codes, files, worms, logic bombs or programs designed or intended to disrupt, damage, disable, limit or interfere with the proper functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorized access entitled to any system, data, password or other information of a third party;

6.3.4. Impersonate another person or entity, including employees or representatives of GIFit;

6.3.5. Include identity documents or sensitive financial information of any subject or entity; violate the Privacy Policy and / or any other policy or rule in this document.

6.3.6. If the USER's post includes a photograph, GIFit has a zero tolerance policy on child pornography, and will eliminate, as well as denounce to the competent authorities, any USER who publishes or distributes child pornography. Also not GIFit won't allow use of photos that include people's private information.

6.3.7. It is up to each USER to respect these standards, showing special attention to the rights of Intellectual Property, refraining from using the Services for illegal purposes, or that violate or infringe the rights and interests of GIFit or other owners thereof. GIFit is not liable for damages of any nature arising from improper, illegal or illicit use that USERS make of the services and contents of the APPLICATION.

6.3.9. You can not (directly or indirectly):

- Do anything that imposes or may impose (as determined by GIFit in its sole discretion) an unreasonable or disproportionately large load on the infrastructure of GIFit; interfere or attempt to interfere with the proper working of the Service, or any activities conducted on the Service;

- Avoid measures used to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service) set forth by GIFit;

- Run any form of auto-reply or "spam" on the Service;

- Use software, devices, or other manual or automated processes to "crawl" any page of the Site;

- Collect or remove Content from the Service;

- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, re-publish, reuse, sell, trade or in any way exploit the Service or Site Content, except with formal permission from GIFit;

- Decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except in the case that specific laws prohibit such restriction;

- Copy, rent, lease, distribute or transfer any of the rights that you receive hereunder;

6.4. USERS should not under any circumstances use the APPLICATION as a support for breaking the law or third party rights, whatever the nature including, without limitation and not limited rights of intellectual property, right to honor, privacy and own image, right to protection of personal data, etc. and should adopt appropriate diligence and caution to avoid causing harm or risk of harm to GIFit, other USERS or any third party.

6.5. GIFit reserves the right to (i) remove, suspend, edit or modify the Content at its discretion, including, among other things, posts by USER at any time without notice for any reason and (ii) remove, suspend Publications or blocking other service USER.

6.6. GIFit also reserves the right to access, read, preserve, and disclose any information it reasonably believes is necessary to GIFit (i) comply with laws, regulations, legal process or governmental request, (ii) enforce these Terms of Use, including the investigation of potential violations thereof, (iii) detect, prevent, or otherwise address fraud issues, security or technical issues, (iv) respond to requests for assistance from USERS or (v) protect the rights, property or safety of GIFit, its USERS and the public.

6.7. The APPLICATION is ready at all times to be run, downloaded, and installed. The USER agrees not to modify the APPLICATION in any form, or to circumvent, disable or otherwise interfere with security related features of the APPLICATION.

6.8. If you or any third party is aware of any breach of these terms of use or other, which could potentially damage property, protectable rights or interests, he/she must immediately contact GIFit via email at shivam.dua@wingify.com indicating the alleged infringement.

6.9. GIFit, upon receiving the communication, will use the utmost care and attention of the same caliber. The account of the USER who has carried out any conduct that goes against the rules described in these terms of use or who has violated any other rule in his/her country (or other), will be immediately suspended, canceled or removed from GIFit, including in the case where there is reasonable doubt or suspicion of the righteous conduct of said USER.

6.10. Consequently, GIFit reserves the right to terminate the access to the APPLICATION to USERS whose behavior or use of the APPLICATION:

- Is illegal, offensive, violent, defamatory, pornographic or racist.

- Is Used without consent Contents protected by copyright.

- Violates the current regulations on intellectual property, especially involving an infringement of rights to trademarks, patents, domain names, etc.

- Includes personal data of third parties without their consent, such as name, phone, email, etc.

- Includes images or photographs of others without their consent.

- Infringes laws or regulations on confidential communications, protection of personal data, right to honor, image and personal and family privacy.

- Induces, incites or promotes discriminatory attitudes on sex, race, religion, creed, age or any other breach of fundamental rights and freedoms recognized by the Human Rights Act and other legislation.

- Using a vocabulary that makes reference to the points raised in the previous section.

- Induces or incites illegal act, unlawful or contrary to morality, public order or the security form.

- Induces a state of anxiety, terror, addiction or insecurity.

- Induces or incites anyone to engage in risky or dangerous practices that threaten the health and mental and emotional balance.

- Suppose an invasion of the privacy of others.

Incorporating any images of minors without permission of their parents or guardians.

Advertise or promote products not belonging to GIFit, or induce hiring them.

6.11. GIFit also reminds USERS that, according to its duty to cooperate with public authorities, they will give data to public authorities that would be required for investigation of a misdemeanor or felony.

VII.-USE OF COUPONS

7.1. GIFit may sometimes offer coupons to USERS through the APPLICATION. The use of said coupons will fall under the specific conditions stipulated by GIFit and reserves the right to stipulate, in each case, a policy different from the others, considering the case. Also, coupons are owned by GIFit and are offered under their own discretion. They are susceptible to any kind of change, whether they have been redeemed or not, in cases where the Company considers it necessary.

7.2. Regarding the coupons offered by GIFit, they will only be valid for each city. Changing city for the sole purpose of making a redemption of coupons constitutes an abuse of the app which automatically implies the cancellation of coupons, whatever their origin.

7.3. All Coupons expire 30 days after being introduced, except for those with a shorter duration, which will be indicated in GIFit official communication channels. Plans purchased with invalid coupons will be automatically cancelled.

VIII.- SITES AND SERVICES OF OTHERS

8.1. The Service may allow you to link to other websites, services or resources on the Internet, and the other websites services or resources may contain links to the Site. When you access third party websites, you do so at your own risk.

These other websites are not under the control of GIFit. You agree that GIFit is not responsible for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources.

8.2. You further acknowledge and agree that GIFit not responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by products or services available on such website or resource, or through them.

IX.- GIFit DISCLAIMER

9.1. You acknowledge that GIFit has no control and is not forced to take action regarding: which USERS access the service, the Content that you access through the Service, how you may interpret or use the Content or what actions you may take as a result of being exposed to the Content.

9.2. You release GIFit from any liability from your connections and relationships with other USERS. You understand that GIFit does not in any way investigate USERS, their backgrounds, or their statements. GIFit does not make declarations or attempts to verify the USER's backgrounds or statements.

9.3. GIFit is in no case responsible for the conduct of USERS or the accuracy of the information they provide. In no event will we be liable for any loss or damage, whether direct, indirect, general, special, compensatory, consequential and / or incidental, arising out of your conduct or that of another person, or related to him/her, in connection with the

Services, including (without limitation) bodily injury, emotional distress and damages resulting from any form of communications or meetings with USERS or people that you can have through the Services.

9.4. You agree to take reasonable precautions and to exercise the utmost care in all interactions with any individual with whom you come in contact with, through the APPLICATION; especially if these individuals decide to meet in person. For example, you should not, under any circumstances, provide your financial information (such as credit card numbers or bank account) to others.

9.5. GIFit is responsible for publishing and promoting the content contained in the APPLICATION, limited to offer what the partners have previously stated and is without representations or warranties of any kind, express or implied, including but not limited to, the implied warranties of title, noninfringement, merchantability and fitness for a particular purpose and implied warranties for the course of performance or usage of trade, all of which are expressly disclaimed, except to the extent required by law.

9.6. GIFit, and its directors, employees and partners do not warrant that:

- (a) the service will be secure or available at any particular time or location;
- (b) any defects or errors will be corrected,
- (c) any content or software available in the service or through the service will be free of viruses or other harmful components or that (d) the results of using the service will meet your requirements.

9.7. Using the web site, service, content is at your own risk. Some states / jurisdictions do not allow limitations on implied warranties, so the above limitations may not apply to you.

9.8. GIFit is not responsible for the transmission of negative results, or potentially harmful consequences from the use, installation or execution of the APPLICATION caused from the USER's device or from the USER's accounts from social media networks that may be provoked by the action of third parties or by inadequate use of the APPLICATION by the own USER.

9.9. GIFit is not responsible for any content or information generated by USERS of the APPLICATION or USERS in relation with the APPLICATION; neither is GIFit responsible for the normal or abnormal use of the APPLICATION by third parties or the USER himself/herself.

9.10. GIFit does not guarantee the availability, completeness and enforceability of the free APPLICATION in the device of the USER; nor does it guarantee the proper integration of the APPLICATION with all websites or devices that support textinput through their own functionality.

9.11. GIFit is not responsible for the accuracy, completeness, identity or legality of any content from USERS.

9.12. In any case GIFit is not responsible for any lost profits or any other damages that may have caused injury to the USER due to the use of the APPLICATION, even if GIFit had been previously notified by the USER or third parties of holding responsibility from the likelihood of such damages.

9.13. GIFit's liability will always be zero since the APPLICATION is free.

You must actively indemnify GIFit, its directors, employees, and / or partnership from loss, actions, claims, damages, expenses (including judiciously reasonable costs) or liability if they involve your use or misuse of the site, services, content or your publications as a USER.

9.14. GIFit is not responsible for the breach of its obligations under Conditions where failure to meet obligations is due to a cause beyond the reasonable control of GIFit. These include among others: mechanical failure, electronic communications and/or degradation (including electrical fluctuations).

X.- PRIVACY POLICY

10.1. In compliance with the Data Protection Directive 95/46, we inform the USER about our Privacy and protection policy of personal data resulting from the use of GIFit well as the services and contents accessible through such APPLICATION.

10.2. This privacy policy covers the management of the USER makes GIFit, of personally identifiable information and other data it collects when you agree to GIFit service. The service is not available for children under eighteen (18) or twenty (21 years of age) IN PLACES WHERE EIGHTEEN (18) is not the age of majority. This Privacy Policy covers the use of your personal information and other information that GIFit collects when you access the service.

10.3. We receive and store any information you enter on our Service or provide to us in any other way. The types of personal information collected may include your name, email address, phone number, birthday, Facebook usernames, information regarding the use of our Service, and browser information.

10.4. All personal USER data, which gives us through the registration form, social network integrations, those generated by navigation and use of content and services and any others provided by the USER through its navigation will be processed by GIFit to manage the registration, create profiles, analyze USERS behavior, determine their consumer preferences, habits, tastes, geographic location and favorites in order to ensure the full use and your enjoyment of GIFit services and content.

10.5. The USER agrees receipt of commercial electronic communications and / or equivalent electronic media advertising available and Push notifications regarding the products and services presented and/or organized by GIFit.

10.6. The personal data you supply will be stored in a file owned by WINGIFY for the purpose of managing the relationship with the USER and keep you informed about GIFit's news, promotions and new services through any channel (including electronic) that may be of your interest.

10.7. The USER agrees that all your personal data, images, checks-ins or registration sites and any other data or information contained in your account associated with the GIFit APPLICATION will be published and made available (fractionated or complete) to other USERS depending on the privacy settings set by the USER, without GIFit assuming any responsibility for the configuration selected by the USER.

10.8. GIFit may send the USER information about products and services of the industries involved in business, consumer, nightlife, venues, food and beverage, fashion, electronics, publishing, cosmetics, travel and entertainment through any communication channel. The

USER can cancel the sending of such information by sending an email to the following address: shivam.dua@wingify.com.

10.9. The USER consents to let GIFit obtain their geolocation data via mobile device on which it is installed and to record and publish information on the USER's position and enclosures, events or facilities that the USER attends.

Registration and publication of this information may be revoked by the USER at any time through your privacy settings.

10.10. GIFit declares that all information will be treated confidentially, implementing all the security measures it deems appropriate and proportionate to ensure the security of personal data.

10.11. The USER may at any time exercise their rights of access, rectification, cancellation and opposition by sending an email to the address shivam.dua@wingify.com stating the right you want to exercise, attaching a copy of ID or USER passport.

10.12. Even after you remove your information from your account or profile copies of this information may remain visible elsewhere, depending on whether it has been shared with others, had been distributed in the past based on your privacy settings or was copied or stored by other USERS.

10.13. During the use of the APPLICATION, the USER accepts responsibility of knowing, accepting, and abiding by the policy of use.. Violation of these policies will result in breach of these terms.

10.14. As a USER of GIFit, you are aware that the installation and use is under your sole responsibility and expressly and fully accept this privacy policy and data protection.

10.15. When the USER uses the APPLICATION, GIFit automatically receives and records information on its server logs from the USER's browser or mobile platform, including the location, IP address, cookie information and the page you requested. GIFit treats this data as non-personal information, except when we are required to do otherwise under applicable law.

10.16. GIFit can provide their partners information about how USERS, collectively, use the Site, so that they can understand how often people use their services and the GIFit service.

10.17. GIFit aims to safeguard USER information to ensure that the information in the USER's account is kept confidential. However, GIFit can not guarantee the security of the account information of the USER. The unauthorized entry or use, hardware failures or software and other factors may compromise the security of USER information at any time.

10.18. The Service may contain links to other sites. GIFit is not responsible for the privacy policies and / or practices on other sites. When you use links to other sites, you should read the privacy policy listed on their site. This privacy policy only pertains to information collected on the Service.

XI.- CHANGES IN PRIVACY POLICY

11.1. GIFit may amend this Privacy Policy. The use of information we collect now is subject to the Privacy Policy in effect at the time of using such information.

If we make material changes in the way we use your personal information, we will notify you by posting a notice on our Service or sending you an email without any damaging actions that

could come about through communication USERS are required to abide by the changes in the Privacy Policy to continue using the Service after such changes are posted.

11.2. For questions or concerns regarding this Privacy Policy please send a detailed message to: shivam.dua@wingify.com

XII.- HOW DOES GIFit SHARE MY INFORMATION?

12.1. Personal information about our USERS is an integral part of our business. We do not rent or sell your personal information with anyone. GIFit may share your personal information only in the manner described below.

Friends: Your friends on the APPLICATION can automatically view your location and publication, as well as the nickname (nick), photo, list of friends on your profile. People who read this information may use or disclose it to other persons or entities without our control and without your/our knowledge. Therefore, we insist that you be careful when choosing to include specific information that you may consider private.

Agents: We employ other companies and individuals to perform functions on our behalf and need to share your information with them to provide you with products and/or services. Our agents have no right to use personal information we share with them beyond what is necessary in order to assist us; they provide a mutual level of protection for your personal information.

Information shared with everyone: One of the main reasons why people use GIFit is to share content with others. Information such as your name, photo, local, etc., are shared by default in GIFit.

Sharing with Third Parties.

Business Transfers: If GIFit or substantially all of GIFit's assets are acquired by a third party, USER information would become a transferable asset and will be carried out in each case according to law.

Protection of GIFit and others: We may disclose personal information when we believe, in good faith, if such disclosure is necessary to comply with the law, (including laws outside your country of residence), to enforce or apply our Conditions of Use and other agreements, to protect the rights property or safety of GIFit, our employees, our USERS or others. This includes exchanging information with other companies and organizations (including outside your country of residence) for fraud protection and credit risk reduction.

Communications email: If you do not want to receive commercial emails or other mail from us, you can email us at shivam.dua@wingify.com. Note that if you do not want to receive legal notices from us, such as notices regarding this Privacy Policy, said notices will affect GIFit's Service and you are responsible for checking if any legal changes have been made in such notices.

XIII.- MODIFICATION OF TERMS OF USE

13.1. GIFit reserves the right, in its sole discretion, to modify or replace any of these Terms of Use, or to modify, suspend or discontinue the Service (including, among other things, the

availability of any feature, database, or content) any time by posting a notice on the Site or by sending a notice through the Service or via email.

13.2. GIFit may also impose limits on certain features and services or restrict your access to parts or all of the Service without notice or liability. It is your responsibility to check periodically for changes to these Terms of Use besides the fact that GIFit will always inform the user when it can.

Your continued use of the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

XIV.- INTELLECTUAL PROPERTY

14.1. GIFit is the sole holder who holds the necessary licenses and / or authorizations for the exploitation rights of intellectual property of the APPLICATION, its contents, products and services (including, in an expository and in any case limited, databases images, photographs, drawings, graphics, games, text files, audio, video and software), as well as brands, logos, trade names or any distinctive sign, software, computer programs or databases they belong or have portion thereof at some point.

14.2. Under no circumstances the APPLICATION access implies renunciation, transmission, license or total or partial transfer of such rights.

14.3. It is also prohibited to modify, copy, reuse, exploit, reproduce, publicly communicate, make second or subsequent publications, load files, send by mail, transmit, use, process or distribute in any way all or part of the contents included in the APPLICATION If you do not have the express written permission of GIFit or, where applicable, the holder of the rights.

14.4. Unless authorized, it is prohibited under the terms and under the sanctions provided in the legislation that may apply, the removal or alteration of technology and information management measures for the rights contained in the works and the subject of this transmission and distribution, importation for distribution, public performance, broadcast by broadcasting public communication in all its forms or making available of such works and performances or copies or broadcast which has been removed or altered without release such information.

14.5. Some products and services may be subject to temporary licenses granted by third parties, so GIFit reserves the right to withdraw unilaterally and without prior notice.

14.6. All Products and Services, as well as names, trademarks, software, advertising creatives, web pages, text, graphics, photographs, images, and / or any other audiovisual or sound content, related to the APPLICATION, are subject to industrial property / or intellectual property of GIFit.

XV.- DURATION AND TERMINATION

17.1. Service delivery through the APPLICATION has an unlimited duration. GIFit, however, is authorized to terminate or suspend the Service. When reasonably possible, GIFit prior notice of the termination or suspension of the Service through the APPLICATION or

the various official channels of communication through which GIFit can contact their USERS.

XVI.- GOVERNING LAW

16.1. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on these Terms of Use or in relation to them. These should be measurable to the same extent as other business documents and records originally generated and maintained in printed form.

16.2. As provided for in the conditions of use as well as the interpretation and resolution of conflicts that may arise between the parties, shall be governed by the legislation of Spain.

The parties

16.3. The parts, are subjected to the jurisdiction of the courts of Delhi, unless legislation says otherwise.

16.4. These Terms of Use constitute the entire agreement between you and GIFit with respect to the Service and use of the Site, Services and Content and supersede all prior communications and proposals between us with respect to the Site GIFit. If any provision of these Terms of Use is deemed unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Use remain in full force and effect and continue to be binding.

16.5. If either party does not practice in any way a right under the Terms of Use, it shall not be considered as a waiver of any other rights. Waiver of compliance in any particular case does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Use to be binding, GIFit must notify such waiver in writing through an authorized representative.