

## TERMS OF USE

These terms of use ("**Terms of Use**") mandate the terms on which the user's access and register on the '**FitCru**' website and mobile application (collectively referred to as the "**Application**"), operated by **FitCru Health Services** (hereinafter referred to as "**We**" or "**Our**" or "**Us**" or "**Organisation**"), and the Application Services (*as defined below*), provided through the Application.

This document is an electronic record in terms of Information Technology Act, 2000 and Rules thereunder as applicable and the provisions pertaining to electronic records in various statutes as amended by the Information Technology Act, 2000.

This electronic record is generated by a computer system and does not require any physical or digital signatures. **Please read the Terms of Use and Privacy Policy (together hereinafter referred to as "Agreement") carefully before using or registering on the Application or accessing any material, information, or Application Services through the Application.**

Your access to or use of the Application (even when You do not avail of or provide any services on the Application) or booking, purchasing, or availing any features of the Application and its services shall signify your acceptance of the Terms of Use and privacy policy and Your agreement to be legally bound by the same. These Terms of Use do not alter in any way the terms or conditions of any other written agreement you may have with the Application for other services.

### **1. Definitions:**

- 1.1. "**Application Services**" shall have the meaning ascribed to it in Section 6.1;
- 1.2. "**Cancellation Fee**" shall have the meaning ascribed to it in Section 21.1;
- 1.3. "**Delivery Fee**" shall have the meaning ascribed to it in Section 18.6;
- 1.4. "**Diagnostics Services**" shall have the meaning ascribed to it in Section 7.6;
- 1.5. "**Digital Content Services**" shall have the meaning ascribed to it in Section 8.3;
- 1.6. "**Digital Services**" shall include both Digital Content Services and Digital Training Services and shall have the meaning ascribed to it in Section 7.4;
- 1.7. "**Digital Training Services**" shall have the meaning ascribed to it in Section 8.5;
- 1.8. "**End-User**" shall have the meaning ascribed to it in Section 3.2;
- 1.9. "**Food Products**" shall have the meaning ascribed to it in Section 18.1;
- 1.10. "**Food Related Services**" shall have the meaning ascribed to it in Section 7.3;
- 1.11. "**Indemnitees**" shall have the meaning ascribed to it in Section 29.1;

- 1.12. **"Information"** shall have the meaning ascribed to it in Section 14.3;
- 1.13. **"Logistics Service Provider"** shall have the meaning ascribed to it in Section 18.6;
- 1.14. **"Mental Health Services"** shall have the meaning ascribed to it in Section 7.2;
- 1.15. **"Merchandised Products"** shall have the meaning ascribed to it in Section 7.5;
- 1.16. **"My Profile"** shall have the meaning ascribed to it in Section 5.1;
- 1.17. **"Payment Details"** shall have the meaning ascribed to it in Section 26.2;
- 1.18. **"Physical Fitness Services"** shall have the meaning ascribed to it in Section 7.1;
- 1.19. **"Relevant Partners"** shall have the meaning ascribed to it in Section 3.1;
- 1.20. **"Relevant Fitness Partner(s)"** shall have the meaning ascribed to it in Section 8.5;
- 1.21. **"Restaurant Partners"** shall have the meaning ascribed to it in Section 18.1;
- 1.22. **"Service Providers"** shall have the meaning ascribed to it in Section 3.1;
- 1.23. **"Services"** shall have the meaning ascribed to it in Section 6.1;
- 1.24. **"Sessions"** shall have the meaning ascribed to it in Section 9.1.1;
- 1.25. **"Set Meal Timings"** shall have the meaning ascribed to it in Section 18.2;
- 1.26. **"Third Party Account"** shall have the meaning ascribed to it in Section 5.3;
- 1.27. **"Users"** shall have the meaning ascribed to it in Section 3.2;
- 1.28. **"Weekly Meals"** shall have the meaning ascribed to it in Section 18.1; and
- 1.29. **"You/Your"** shall have the meaning ascribed to it in Section 3.3.

## 2. Introduction to FitCru Health Services:

The Organisation is a health and wellness service provider and aggregator, which brings a plethora of fitness, lifestyle and wellness services under one roof. It provides services like personal fitness training for varied health needs, creating elaborate audio-visual guides on exercises, providing dietary plans and healthy recipes for varied food preferences, an aggregator/marketplace for food delivery and diagnostic services, and providing psychotherapy with certified mental health professionals. We aim at holistic improvement of body and mind of Our subscribers and creation of healthy lifestyle habits for people at large. For majority of Services (defined in Section 6.1), We are tying up with various Service Providers and providing a blend of Our Services plus aggregation of Services by various Service Providers. **Our Services focus on health and lifestyle and do not amount to medical advice or shall not be treated as a replacement to medical advice.**

## 3. Applicability of Terms of Use:

These Terms of Use applies to all the users of the Application including:

- 3.1. Any supplier of goods / services (whether an individual, professional or an entity, or similar institution) on the Application, directly or indirectly, including designated / authorised associates, employees, partners and practitioners thereof ("**Service Provider/Relevant Partner**", or any specific term assigned to them);
- 3.2. An individual who accesses and registers on the Application and/or places a service request on the Application ("**End-User**", "**You**", "**Your**" or "**Users**"); or
- 3.3. Otherwise, a user or visitor of the Application ("**You**", "**Your**", or "**Users**").

#### **4. Eligibility to Use the Application:**

- 4.1. The Application Services are not available to minors i.e., persons under the age of 18 (eighteen) years or to any Users suspended or removed by the Organisation for any reason whatsoever. You represent that You are of legal age to form a binding contract and are not a person barred from receiving Application Services under the applicable laws.
- 4.2. The Organisation reserves the right to refuse access to the Application or Application Services to new Users or to terminate access granted to existing User(s) at any time without according any reasons for doing so.
- 4.3. In case of non-compliance with rules and regulations, privacy policy or user agreement for access or usage of the computer resource of the Organisation, it has the right to terminate the access or usage rights of the Users to the computer resource immediately or remove non-compliant information or both. The Organisation will periodically inform its Users, at least once every year, of the compliance requirements set out in this Terms of Use and the Privacy Policy or any changes thereto.
- 4.4. You shall not have more than one active Account (as defined hereinafter) on the Application. Additionally, You are prohibited from selling, trading, or otherwise transferring Your Account to another party or impersonating any other person for the purposing of creating an account with the Application.
- 4.5. In case a Person violates the age restrictions, the parent or the legal guardian of such a Person shall indemnify, defend and hold harmless Relevant Partners, their associates/ service providers, and Application and its business partner(s) from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Relevant Partners, their associates / service providers, and Application and its business partner(s) that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement

made or obligation to be performed by such individuals pursuant to these terms.

**5. User Account, Password, and Security on the Application:**

- 5.1. In order to avail the Application Services (as defined hereinafter) on the Application, You will have to register on the Application by providing details about Yourself, including Your name, address, contact details and such other details as may be required on the Application and create an account (“**My Profile**”).
- 5.2. In order to avail the Fitness Services, You have create a profile on the Application. You will be required to provide the following details to create and add to My Profile:
  - 5.2.1. **Personal Information:** - Full name, profile photo (optional), contact number, email id and date of birth, in case You wish to avail our Fitness and Nutritional Plan – You shall provide Your address(es).
  - 5.2.2. **Health Information:** - Your gender, height, age and food preferences.
- 5.3. You shall be able register Yourself by logging in into Your third party account (Google, Apple or Facebook); each such account, a "**Third Party Account**", via our Application;
- 5.4. As part of the functionality of the Application Services, You shall be able to may link Your account on the Application with third-party accounts, by either:
  - 5.4.1. Providing your Third-Party Account login information to us through the Platform; or
  - 5.4.2. Allowing us to access their Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account.
- 5.5. You are entitled to disclose your Third Party Account login information to Us and/or grant Us access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach of any of the terms and conditions that govern Your use of the applicable Third-Party Account and without obligating them to pay any fees or making Us subject to any usage limitations imposed by such third-party service providers.
- 5.6. You shall ensure and confirm that the Account information provided by You is complete, accurate and up-to-date. If there is any change in the Account information, You shall promptly update Your Account information on the Application. If You provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or if the Organisation has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Organisation has the right to suspend or

terminate Your Account and refuse any and all current or future use of the Application (or any portion thereof) at its discretion, in addition to any right that the Organisation may have against You at law or in equity, for any misrepresentation of information provided by You.

5.7. Activities occurring under Your account will be Your responsibility and thus You agree to maintain every information confidential in Your account. You agree to:

5.7.1. immediately notify the Organisation of any unauthorized use of Your Account information or breach of security, and

5.7.2. ensure that You exit or log out from Your Account at the end of each session. The Organisation cannot and will not be liable for any loss or damage arising from Your failure to comply with this provision.

5.8. Any loss arising due to Your failure in keeping Your account information private and confidential, You will be solely liable for the losses.

5.9. Use of another User's Account information for availing the Application Services is expressly prohibited.

#### **6. Provision of Services:**

6.1. "Application Services / Services" includes all the Services provided on the Application such as, online session with coaches, online session with therapists, food ordering and delivery services, and booking diagnostic appointments provided by the Organisation, Relevant Partners, or their associates with whom the Organisation has contractual arrangements.

6.2. The Organisation shall facilitate the provision of the Application Services and provide such other services (including account creation and management, management of various products and services purchased / booked on the Application, payment, and transaction summary generation services, etc.) to You by allowing You to register and access the Application on the terms and conditions set forth below.

#### **7. Application Services:**

The Application is an aggregator of Services. The Organisation aims to provide plethora of Services through its association with Relevant Partners. Some of the Services are enlisted below:

Sr No.	Services	Description	Service provided by
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7.1	<b>"Physical Fitness Services"</b>	Physical Fitness Services include pre-recorded audio-visual content and one-on-one session with coach/trainer accessible through the Application. You can customise exercises on the Application per Your fitness level, desired intensity and specific needs.	Organisation and/or Service Provider/Relevant Partner
7.2	<b>"Mental Health Services"</b>	The Application is an aggregator that provides You with a platform to connect, interact and avail the services of experienced and qualified mental health professionals for psychotherapy. The Organisation partners with qualified mental health professionals for providing You Mental Health Services.	Certified mental health profession.  The Organisation is only an aggregator.
7.3	<b>"Food Related Services"</b>	Food Related Services includes available on the Application: <ol style="list-style-type: none"> <li>1. Meal plans suggested by the coaches as a part of your subscription;</li> <li>2. Audio-visual or scripted guide of recipes for healthy cooking at Your home; and</li> <li>3. Fitness and Nutrition Plan for You to pre-plan, reserve and book Your meals from our Restaurant Partners.</li> </ol>	Food plans, healthy food recipes and meal tracking – <b>Provided by the Organisation.</b>  Ordering and delivery of food products – <b>Provided by the Restaurant Partner.</b>

7.4	<b>Digital Content Services and Digital Training Services collectively called “Digital Services”</b>	Digital Services includes accessing Physical Fitness Services, Food Related Services, Mental Health Services and Diagnostic Services made available on the Application through subscription model or open and free access.	Organisation and/or Relevant Partner
7.5	<b>“Merchandised Products”</b>	The Organisation through its Merchandised Products offers its original merchandise of gym wears, accessories and lifestyle products.	The Organisation.
7.6	<b>“Diagnostic Services”</b>	The Organisation has tied-up with certified diagnostic centres for providing easy access and booking process of availing diagnostic services.	The Diagnostic Partner. Organisation merely provides a platform for booking Diagnostic Services

## 8. Use of Digital Services:

- 8.1. Fitness Services provided by Organisation includes personal fitness training as per Your goals and needs, creation and uploading content on the Application regarding various exercise routines, making dietary plans, aggregatory for food delivery, psychotherapy with certified mental health professionals and an aggregator for third-party diagnostic services.
- 8.2. In order to avail the Fitness Services, You have to provide the following details to Organisation:
  - 8.2.1. **Personal Information:** - Full name, profile photo, contact number, email id and date of birth and any other information required from time to time.
  - 8.2.2. **Health Information:** - Your gender, height, age and food preferences and any other information required from time to time.
- 8.3. The Application facilitates various digital content which can be brought to You directly by the Organisation or through service providers with whom the Organisation has contractual arrangements. The **“Digital Content Services”**, includes content such as, pre-recorded and / or do-it yourself

audio / video / script content relating to physical and / or mental fitness, nutrition, cookery, recreation, physical and / or mental live experiences and allied content.

- 8.4. The Digital Content Services are made available solely for Your personal and non-commercial use and does not give you the license to re-create, change, or sub-let the access given to You to any person or entity.
- 8.5. The Organisation has contractual arrangements with Service Providers trained in health and fitness training “**Relevant Fitness Partner(s)**” to facilitate the provision of “**Digital Training Services**”, which may include: audio and/or video / coaching and/or training session(s) relating to physical and / or mental and/or holistic fitness and/or wellness, therapy.
- 8.6. You agree and understand that the Organisation’s role shall be limited to being an **intermediary** for on boarding the relevant service provider / facilitating their services on the Application. Therefore, for the provision of Digital Services, the Organisation may list various fitness trainers / practitioners, yoga instructors, wellness coaches, habit coaches, meditation trainers, physiotherapists or fitness influencers, whether an individual professional or an organisation or similar institution, their profiles, contact details and/or any digital content created by or featuring them to be made available to the other Users or visitors to the Application.

## 9. Terms of Digital Services:

### 9.1. **Booking Appointment/Session:**

- 9.1.1. Subject to payment of necessary fee / purchase of required membership and availability of slots, You shall be permitted to book and participate in various underlying Digital Service session(s) (“**Sessions**”) and allied services;
- 9.1.2. Any memberships / single Sessions bought or booked by You are non-transferrable and non-refundable;
- 9.1.3. In order to participate in the Sessions, You must book the Sessions in advance through the Application. Further, You may also need to comply with certain technical requirements to participate in the Sessions;
- 9.1.4. The number of Sessions permitted to be booked, availed, cancelled shall be as per the terms and conditions laid down by the respective Relevant Fitness Partners;
- 9.1.5. The Application / Relevant Fitness Partners will have no liability if any Session is later cancelled by the Relevant Fitness Partners and / or their associates;
- 9.1.6. In case You cancel any time before twenty-four (24) hours prior to the scheduled Session, the Application/Relevant Fitness Partners will initiate a full refund of the Session;



- 9.1.7. In case You cancel within twenty-four (24) hours before the start of the scheduled Session, it shall attract a cancellation fee;
- 9.1.8. The Application / Relevant Fitness Partners shall use best efforts to intimate You in advance of such rescheduling or cancellation of Sessions, however, Application / Relevant Fitness Partners shall not be responsible in any manner for any inconvenience or loss caused to You as a result of such rescheduling or cancellation;
- 9.1.9. Your sole recourse in case of such rescheduling / cancellations shall be booking of an alternate Session; and
- 9.1.10. The Application reserves the right to disable Your account temporarily / permanently from booking further online Sessions on Application or impose any other cancellation charges in the event You cancel / miss a scheduled Session or misuse the services.

**9.2. Offers and/or Discounts:**

- 9.2.1. In the event the Application / Relevant Fitness Partner(s) or their business partner(s) run any offers or discounts subsequent to Your purchase, neither Application/ Relevant Fitness Partner(s) or their business partner(s) are obliged to offer You the benefits under such subsequent offers.
- 9.2.2. In addition to these terms, there are additional terms and conditions under the specific offers, discounts and sales, applicable to those which shall be mentioned at the time of scheme/ campaigns.

**9.3. Eligibility for booking a Digital Service Session:**

**9.3.1. Age Criteria:**

- 9.3.1.1. You will be eligible to use the Digital Service only when You fulfil the following conditions:
  - a. You have attained at least eighteen (18) years of age; and
  - b. You are competent to enter into a contract under the applicable laws.
- 9.3.1.2. If You reside in a jurisdiction that restricts the use of the Digital Service because of age or restricts the ability to enter into contracts such as these Terms of Use due to age, You must abide by such age limits.
- 9.3.1.3. In this regard, the parent or guardian of individual violating the aforementioned conditions shall indemnify, defend and hold harmless Application, Relevant Fitness Partners and their associates, service provider from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by Application, Relevant Fitness Partners and their associates, service provider

that arise out of, result from, or maybe payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by such individuals pursuant to these Terms of Use.

- 9.3.1.4. In case a Person violates the age restrictions, the parent or the legal guardian of such a Person shall indemnify, defend and hold harmless relevant Partners, their associates/ service providers, and Application and its business partner(s) from and against any and all losses, liabilities, claims, damages, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by relevant Partners, their associates / service providers, and Application and its business partner(s) that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by such individuals pursuant to these terms.

**9.3.2. Fitness Criteria**

- 9.3.2.1. For workout / fitness/ holistic fitness and wellness Sessions, You must ensure that You are physically and medically fit to participate in the Sessions. You must understand Your physical and medical limits and attend the Sessions within the said limits. You are recommended to consult Your doctor before participating in the Sessions. Any exercises recommended, instructed and taught during the Sessions does not amount to medical advice;
- 9.3.2.2. You agree that participation in the Sessions by their very nature, include certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries and/or any kind of losses. You hereby ascent that your participation in the Sessions is voluntary and that you knowingly assume all such risks and hence hereby release the Organisation, Relevant Fitness Partner(s) or any third-party associates of all liability arising out of such aforementioned risks; and
- 9.3.2.3. The Organisation, Relevant Fitness Partners or any third-party associates do not assume any liability or make any warranties of any kind, express or implied, arising out of, in connection with or concerning the Sessions.

**9.4. Access Permits:**

- 9.4.1. The Organisation also permits access to a variety of audio and/or videos relating to cooking, listing of various recipes, lifestyle

trainings, nutritionist and such other content as provided and aggregated by it / its associates on the Application;

9.4.2. Access to such audio and/or videos is solely for personal, informational and reference purposes and You shall be solely responsible for their usage; and

9.4.3. The Organisation, Application, Relevant Partners and/or any third-party entity does not assume any liability or make any warranties of any kind, express or implied, arising out of, in connection with Your usage of or participation in such Digital Service as offered on the Application.

**9.5. Recording of Sessions:**

The Organization may for the purposes of quality checks, reviews, or to address any grievance(s), may record (if any) live sessions conducted as a part of Organization's Physical Fitness Services.

**10. Listing of Relevant Partners:**

10.1. You understand and agree that the listing of the underlying Relevant Partners, their profiles, information and any content regarding the Digital Services is a fully automated system.

10.2. The listing of the service provider is based on an automated system considering various internal factors including Users ratings, User comment/inputs as received by Application or the Relevant Partners from time to time.

10.3. Such a factor may be changed from time to time in order to improve the listing algorithm.

10.4. Under no circumstances shall the Application or the Relevant Partners shall be held responsible for the listing order of the Relevant Partners on the Application.

**11. Representation and Warranties:**

11.1. In order to offer You various Services under one roof, the Organisation partners with independent coaches, Restaurant Partners, certified diagnostic centers, mental health professionals and third-party gym centers and is therefore acting as an aggregator for providing various Services. The Organization is providing You with the Application to interact and avail the Services of Relevant Partners, the Organisation hereby represents that it does not have any supervisory control over the quality, means of conducting and managing the business/ services of the above-mentioned Relevant Partners. You hereby agree to hold the Organization, any of its employees, directors and or partners from any loss or damage incurred by you on account of availing the Services offered by the third-party service providers;

- 11.2. It is hereby expressly clarified that, the Information that You obtain or receive from the Organisation, and its employees, contractors, partners, sponsors, advertisers, licensors or otherwise on the Application is for **informational purposes only**. We make no guarantees, representations or warranties, whether expressed or implied, with respect to professional qualifications, quality of work, expertise or other information provided on the Application. In no event shall we be liable to You or anyone else for any decision made or action taken by You in reliance on such information;
- 11.3. Organisation hereby makes no representations, promises and/or guarantees with regards to outcomes, exactness, duration, quality and quantity of their Services availed from Relevant Partners;
- 11.4. You hereby represent and warrant that exercises by its very nature involves intense bodily movements with or without the use of heavy equipment, which may cause injury, loss or damage to human(s) and/or property. Further You also agree to not hold Organisation, its director(s), employees, Relevant Partners liable of any injury or damage sustained by You while undertaking the Fitness Services;
- 11.5. Organisation and its Service Providers does not represent, warrant, guarantee and/or shall not bear any liability or loss incurred by You while availing the fitness Services offered by Organisation and/or its Relevant Partners;
- 11.6. You hereby represent and warrant that You will regularly seek advice, consultation and diagnosis from Your physician or doctor irrespective of Your while availing any or all Services provided by the Organisation;
- 11.7. Everyone's bodies respond differently during and post workouts or upon following certain diets. In spite of taking necessary precautions, You may be subjecting Your body and/or property to loss, damage and/or injury depending upon Your prior fitness levels, posture while performing exercises or any other factors beyond Organisation's control. **You hereby agree Your participation is voluntary, despite knowing the risks associated with the Services.** You hereby agree that you shall not hold Organisation, its director(s), partner(s), employees and/or Relevant Partners liable for any loss or damage incurred by You arising out of or in connection with Your participation in Fitness Services;
- 11.8. You represent and warrant that, You are not participating in any and/or all Services offered by the Organization with the intent to seek medical advice. If You are susceptible to any adverse health effects (either mental and/or physical), You hereby agree to consult Your doctor or a specialist before undertaking any dietary or physical changes or any other activity offered by the Organisation. In case of conflict between the advice of Your doctor and the information provided by Organisation or its Relevant Partners, You shall follow Your doctor's advice;

- 11.9. Exercises, diets, therapy, diagnosis in general poses risks even to those in good health due to their inherent nature of being strenuous to body and mind. Pursuant to the fullest extent permissible by law, Your use, attendance, participation, monetary transaction in Organisation's Services, is solely at Your own free will, accord, knowingly and voluntarily assuming all risks associated with the Services; and
- 11.10. In case You make purchase(s) on the Application prior to any offer/discounts going live on the Application, You may not be able to avail the said discounts/offers. However, you may avail the offer/discounts upon payment of additional fees, at the discretion of Organisation and/or its Relevant Partners. Further, terms and conditions of the discounts/offers will be applicable.

## **12. Memberships and using Fitness Services:**

You agree to abide by Fair Usage Policy mentioned below:

- 12.1. Under Fitness Services limited / select membership(s), You can only book, access and attend classes / sessions at Your primary / home centre, chosen by You at the time of buying Your membership(s) / session(s), and access to other centres / outdoor centres / activities / formats shall not be permitted. The number of classes / sessions permitted to be booked shall be as per the respective membership's terms and conditions. Access to the classes / sessions shall be subject to the slot availability and shall be accessible on first come first serve basis. Organisation shall not entertain any requests for changing of Your primary / home centre to another centre;
- 12.2. Under unlimited memberships, You shall be able to book and attend classes / sessions at centre(s), other than Your primary / home centre as well, however, Your access to certain fitness centres may be restricted at the sole discretion of Organisation, even if You have managed to buy membership(s) / sessions, and / or book class(es) / session(s) e.g. for centres falling outside the city of your purchase, exclusive centres, etc. Access to the classes / sessions shall be subject to the availability and shall be accessible on first come first serve basis. However, Organisation reserves the right to penalize you or suspend / terminate Your membership in case of misuse of unlimited classes at centres that are not Your primary / home fitness centres;
- 12.3. Under a membership, You shall be able to book and attend classes/sessions/activities offered by the Relevant Partners and avail such other services as available with them. The number of classes / sessions permitted to be booked shall be as per the respective membership's terms and conditions. However, Your access to certain fitness centres listed on the dashboard may be restricted at the sole discretion of Application, even if You have managed to buy membership(s) / sessions, and / or book

class(es) / session(s) e.g. for centres falling outside the city of your purchase, etc. Further, Application reserves the right to penalize you or suspend / terminate Your membership in case of misuse of the Services, or for reasons decided by Application;

- 12.4. Under the memberships, You can cancel the classes booked by You at fitness centres and the Relevant Partners. However, Organisation and /or Application reserves the right to penalize You or suspend / terminate Your membership in case of excessive / delayed / last-minute cancellations; and
- 12.5. Under select and unlimited memberships, in case of You moving to another city where Organisation provides its services, Organisation may transfer Your membership against the receipt of price difference and any applicable service fee for the same or reduce the duration of your membership period (as applicable).

### **13. Safety:**

Your safety is our priority. The Organisation highly recommends You to know, understand and consider the risks associated with the Services offered by the Organisation prior to enrolling and/or participating in any of the Services offered by Organisation or by its Relevant Partners.

### **14. Not Medical Advice:**

- 14.1. *Availing the services offered by the Organisation through the application does not create a doctor-patient relationship between You and Organisation;*
- 14.2. The Services are not intended to be a substitute for getting in touch with emergency healthcare. If you are an End-User facing a medical emergency (either on your or another person's behalf), please contact an ambulance service or hospital directly.
- 14.3. Please note that some of the content, text, data, graphics, images, information, suggestions, guidance, and other material (collectively, "**Information**") that may be available on the Application (including information provided in direct response to your questions or postings) may be provided by individuals in the medical profession. The provision of such Information does not create a licensed medical professional/patient relationship, between the Organisation and You does not constitute an opinion, medical advice, or diagnosis or treatment.
- 14.4. *The Organisation is only an aggregator for Diagnostic Services and Mental Health Services offered on the Application and is not responsible for any information provided by them;*
- 14.5. *The Organisation only provides You with a platform for interacting and availing services of mental health professionals. The Organisation does*

not manage or supervise their services, and is not responsible for the standards adhered by the mental health professional;

- 14.6. During the course of Your consultation with the mental health professional on the Application, in case You are informed to receive advanced diagnosis or treatment, it is advised to interact/consult with a psychiatrist;
- 14.7. Nothing contained in the Services should be construed as such advice or diagnosis. Information provided by Organisation and its Relevant Partners should not be substituted for a doctor's advice and relied upon while making medical decisions, except for the reports from certified diagnostic centers; and
- 14.8. Prior to making any dietary changes in Your lifestyle or introducing exercise regimen, You are advised to consult a doctor. If You are suffering from any underlying health condition(s) and are on prescription(s) for the same, prior to making any dietary changes and undertaking fitness regimens, You agree to consult Your doctor/specialist and follow their advice.

#### **15. Additional terms and Amendments:**

Your use and/or booking of the Organisation's Fitness Services signifies your acceptance of any additional terms and conditions, guidelines, house rules, etc. posted, updated, communicated or displayed on the websites/centers of the Application and by Organisation's Relevant Partners.

#### **16. Limitation of Liability:**

You understand and agree that Organisation will not be liable for:

- 16.1. Any non-fulfilment of the Relevant Partners obligations;
- 16.2. Any issues that User has with the Relevant Partners, although on good-faith basis the Organisation) shall try resolving any issue;
- 16.3. Quality of service or treatment being given by the Relevant Partners;
- 16.4. Any misconduct or inappropriate behavior by the Relevant Partners or their staff; and/or
- 16.5. Any type of inconvenience suffered by the User due to a failure on the part of the Relevant Partners to provide agreed Digital Services.

#### **17. Disclaimers to use Digital Content Services and Digital Training Services:**

- 17.1. The Organisation disclaims any guarantee of exactness as to the duration, type, satisfaction from any Digital Content Service and Digital Training Service fulfilled by any Relevant Partners respectively. Further, Organisation makes no representation that Digital Content Service and Digital Training Service as provided by the Relevant Partners are appropriate or safe for use.

- 17.2. To the fullest extent permitted by law, the Organisation disclaims all liability arising out of the User's use or reliance upon the Application, the Digital Content Service and Digital Training Service, representations and warranties made by the Relevant Partners, the content or information provided by the Relevant Partners on the Application, or any opinion or suggestion given or expressed by the Relevant Partners in relation to any Digital Content Service and Digital Training Service.
- 17.3. Without prejudice to the generality of the above, User understands and agrees that Organisation) may not be involved in certain interactions between the User and the Relevant Partners and hence would not be responsible for the same.

#### **18. Use of Food Products:**

- 18.1 *The Application provides a booking platform for the Users. However, it does not take up any involvement in preparation of the food or management of the restaurants.*
- 18.2 Restaurants will prepare the "**Food Products**", i.e., food and beverage items and other customized items as offered by the "**Restaurant Partners**".
- 18.3 The Application shall recommend certain Food Products as per Your health goals. *These are general recommendations; we request You to consult Your doctor before relying on any such recommendations.*
- 18.4 The information provided by You while making the order for the Food Products shall include Your contact details, food items selected for purchase, delivery address, all necessary payment information, etc.
- 18.5 The Food Products/Weekly Meals ordered on the Application shall be delivered to You by third-party logistics service providers ("**Logistics Service-Providers**"). All terms regarding such delivery services shall be offered by and agreed to between You and such Logistics Service Providers. A delivery fee ("**Delivery Fee**") may be levied on You for the provision of the delivery services.

#### **19. Change in Order of Food Products:**

- 19.1. You agree to receive calls, emails, and text messages from the Organisation /Restaurant Partner/Logistics Service-Provider in relation to any change in the order/booking placed by you, due to the availability/unavailability of items specified in your order/booking, change in price of such items, delay/default in delivery of such items, as may be informed to us by the Restaurant Partners and/or Logistics-Service Provider.
- 19.2. Any change in the order/booking that may be communicated to You by us shall be treated as final.

#### **20. Delivery of Food Products:**



- 20.1. The Application is an aggregator, and it collects data from its Users. It gives various meal plan suggestions and provides a list of Restaurant Partners which may provide such meals. **However, booking of such suggested meals and timely delivery is not the responsibility of the Application, in any case whatsoever. The Application will only give suggestion for the meals and is not responsible to provide health specific meal plans.** Users are requested to consult with their respective medical professionals before opting for any long-term meal plans.

## **21. Cancellation of Food Products:**

- 21.1. If at any point of time (during or after placing the order/booking for Food Products), You are unreachable or unavailable to the Organisation/Restaurant Partner/Logistics Service Provider, the Organisation reserves the right to cancel such order/booking. Further, the Organisation also reserves the right to charge You with a cancellation fee ("**Cancellation Fee**") in such cases.
- 21.2. If You cancel an order/booking after such order/booking has been accepted by the Restaurant Partner, the Organisation reserves the right to charge You with a Cancellation Fee in accordance with the Organisation's policies.

## **22. Disclaimers to use Food Products:**

- 22.1. The Organisation hereby disclaims any guarantees of exactness as to the taste, finish, appearance, size, color etc., of the Food Product(s) as ordered by You from Our Restaurant Partners; and
- 22.2. The Organisation, subject to separate contracts executed between them and the Logistics Service-Providers, may offer support services to the Logistics Service Providers including but not limited to payment collection, WhatsApp support service and other ancillary services.

## **23. Use of Mental Health Services:**

- 23.1. Although you may reasonably expect the intended benefits from the use of the Mental Health Services, no benefits or results can be guaranteed or assured;
- 23.2. You understand that the laws that protect the privacy and security of health information may apply to aspects of the Mental Health Services, and that You have read the Privacy Policy;
- 23.3. You undertake to use the Application in terms of applicable law and report any instance of non-compliance of applicable law, as part of the medical consultation, diagnostic services and other processes or systems on the Application, at the earliest to the Organisation;
- 23.4. Further, if the mental health professional or the diagnostic centers adjudges that a physical examination would be required and advises 'in-

person consultation', it is the sole responsibility of the User, to book an appointment for physical examination and in-person consultation whether the same is with the mental health professional listed on the Application or otherwise. In case of any negligence on the part of the User in acting on the same and the condition of the User deteriorates, Organisation shall not be held liable;

- 23.5. The Application is being made available to Users to assist them to obtain consultation from mental health professionals and does not intend to replace the physical consultation with the mental health professionals;
- 23.6. Wherever recommended by the mental health professional, You should make follow-ups and continue to consult with other healthcare professionals as recommended. There are potential risks associated with the use of Mental Health Services. These risks include, but may not be limited to:
  - 23.6.1. In rare cases, information transmitted may not be sufficient (e.g., poor resolution of images) to allow for appropriate healthcare decision making by the medical practitioner or therapist;
  - 23.6.2. The medical practitioner will inform you of alternative methods and therapies to the proposed treatment / intervention, their respective benefits, material risks and disadvantages, if any, including that there are other undefined, unanticipated, unexplainable risks / complications that may occur during or after the proposed treatment / intervention, and will answer all questions to regarding the proposed treatment. However, despite best efforts, there can be no assurance about the results or outcome of the proposed treatment / intervention and that there cannot be any guarantee or warranty about the results or outcome of the proposed treatment / intervention;
  - 23.6.3. The medical practitioner may determine that the Application is not appropriate for some or all your needs, and accordingly may elect not to facilitate telehealth services through the Mental Health Services.

#### **24. Use of Psychotherapy Services:**

- 24.1. As part of the Psychotherapy Services on the Application, the Organisation will facilitate the connection between the end-users and the registered mental health professional for physical / in-person and tele-consultations and diagnostic services, delivery of healthcare using electronic communications, information technology or other means between the medical practitioner/ Relevant Partners and a patient who are not in the same physical location. While the provision of telemedicine services may offer certain potential benefits, there are also potential risks associated with the use of telemedicine services.

- 24.2. You acknowledge that you have been provided with necessary information and based on the same, you provide your consent, authorization for the remote telehealth services, including use of the Application. In case you withdraw Your consent, the Organisation may not provide you with the Service in such cases.
- 24.3. Withdrawal of consent may amount to termination of Your Services and the Organisation may suspend Your account. You understand that the telemedicine treatments have certain material risks / complications and have been provided with the requisite information about the same.

**25. Fees, Charges and Subscriptions on the Application:**

- 25.1. The charges indicated on the Application for the Application Services will be as determined by the Organisation or respective Partners and is excluding taxes and other applicable charges as mentioned on the Application.
- 25.2. The charges and Application Services may change at the Organisation's sole discretion and the Organisation and Partners do not guarantee that the charges will be the lowest in the city, region, or geography or if the products / services will be always available for delivery / performance.
- 25.3. The Application Services shall be additionally governed by specific terms and policies (payment terms, cancellation policy, refund policy, exchange policy, return policy, etc.) which are briefly mentioned below.
- 25.4. Any order/booking made for an Application Service(s) through the Application shall be, in addition to the terms mentioned herein, subject to additional terms and conditions of the Partners or their service providers / associates (including offers, terms of sale or use, discount and sales schemes/ campaigns offered from time to time) mentioned on Partner's or their associates' respective website / mobile application, which You are presumed to have read and accepted at the time of placing the order/booking.
- 25.5. You agree to pay for all fees and charges incurred while using the Digital Services and the Application Services. Additional taxes or third party charges may apply.
- 25.6. You may be offered (a) pay per session; (b) subscription options, which could be monthly, quarterly, half yearly, annual, recurring, non-recurring subscription options. For the purposes of our weekly, monthly and yearly subscriptions, a week constitutes 7 calendar days, a month constitutes 30 calendar days and a year constitutes 365 calendar days.
- 25.7. Non-recurring subscription(s) are non-cancellable. You may cancel your recurring subscription(s) at any time by login in to your Account and cancelling your subscription before the respective renewal date. Refunds cannot be claimed for any partial-term subscription period.

- 25.8. Any promotion code or offer provided may not be used in conjunction with any other promotion code or offer, past or present. Previous users, including those having only booked / utilised trial services, or trial users of the Application do not qualify as new users. Promotion code or discount will apply only to the specific services / products stated on the Application. Unless otherwise set forth in the terms of any promotion, all pricing promotions or discounts will apply to the initial period of the subscription, and any renewals will be charged at the non-discounted rate for the type of subscription or membership purchased.

**26. Payment Services for the Application:**

- 26.1. Payments made by You through the Application shall be made in the name of the Organisation. You hereby acknowledge and consent to (up to the extent permissible by applicable laws) processing, collection and management of payments made by You through third-party payment gateway.
- 26.2. You hereby agree to use and provide information of valid card (credit/debit or other e-wallet) ("**Payment Details**") details which has sufficient funds to complete the transaction on the Application via payment gateways. By providing the Payment Details, You represent, warrant, and covenant that:
- 26.2.1. You have the authority to provide such Payment Details;
  - 26.2.2. You can legally transact funds from the bank account linked to such Payment Details; and
  - 26.2.3. Your performance of such a transaction from the Payment Details provided does not amount to an illegal activity.
- 26.3. You agree that You are responsible for any fees charged by Your mobile carrier in connection with Your use of the payment services through Your mobile.
- 26.4. The Organisation shall use the information shared by You with respect to the Payment Details in manner prescribed in the privacy policy.
- 26.5. As per Your convenience and choice You can delete, edit, or change the Payment Details and credentials.
- 26.6. You shall be sent a notification and confirmation by the payment gateway with regards to the successful payment. Further, the Organisation shall send You an auto-generated e-mail on Your registered e-mail id. Successful payment for Your desired Fitness service(s) shall also be reflected on Your account. the Organisation collects the payment on behalf of the respective Service Provider, and eventually settles the same in consonance with their contract(s).
- 26.7. You hereby agree that You shall not hold the Organisation liable or responsible for any payment made by You on the Application. Particularly, when:

- 26.7.1. You have insufficient funds in the bank account linked to the Payment Details provided by You or the transaction exceeds the credit-card limit or per-day transaction limit;
- 26.7.2. Error or incorrect Payment Details provided;
- 26.7.3. Expiration of Your card; or
- 26.7.4. Circumstances beyond the Organisation's control (such as, but not limited to, power outages, interruptions of cellular service, or any other interferences from an outside force) preventing the execution of the transaction.

## **27. Refund Policy for the Application:**

- 27.1. Fitness Services – Any memberships / sessions / classes / activity bookings bought by You are non-refundable beyond twenty-four (24) hours and additional cancellation fee will be levied, non-exchangeable, and non-saleable;
- 27.2. Digital Services - You may request cancellation of your subscription to the Digital Services, however the same must be done before fee to the Payment Details you have provided. Refunds cannot be claimed for any partial-term subscription period;
- 27.3. With regards to payments, the Application shall not be responsible for any unauthorised transactions conducted on our Application using Your payment card or internet banking. The Application shall not be obligated to refund any money to You in such instances.

## **28. Use of Application:**

- 28.1. The Organisation grants You a non-exclusive, revocable, limited privilege to access and use this Application and the Organisation's Services provided You adhere to the Terms of Use mentioned herein. You agree to use the Application Services, Application and the materials provided therein only:
  - 28.1.1. for purposes that are permitted by the Terms of Use;
  - 28.1.2. for purposes for which the Application Services are meant to be used; and
  - 28.1.3. in accordance with laws, rules, regulations, and accepted practices. You agree not to engage in activities that may adversely affect the use of the Application by the Organisation/other Users.
- 28.2. You agree to not access or attempt to access the back-end of the Application or any part thereof which is not available for Your use by the Organisation. You shall not use any deep-link, robot, spider or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Application or content, or in any way reproduce or circumvent the navigational structure or presentation of the Application,

materials or any content, to obtain or attempt to obtain any materials, bookings, documents or information through any means not specifically made available through the Application.

- 28.3. You acknowledge and agree that by accessing or using the Application or Fitness Services or content, You may be exposed to content from others that You may consider offensive, indecent or otherwise objectionable. The Organisation disclaims all liabilities arising in relation to such offensive content on the Application.
- 28.4. In case You are given a platform to post Your comments, reviews and/or experience(s) on the application, You shall not use such an opportunity to spread hate or use offensive speech towards the Organisation, its director(s), employees, partner(s), service providers and/or other Users on the Application. You shall solely be responsible for any material added, created, uploaded, submitted, distributed, or posted to the Application by Your login credentials. The Organisation reserves the right to review and delete any information/data that is inconsistent with these Terms of Use, or to its guidelines in general.
- 28.5. Further, You undertake not to:
  - 28.5.1. Defame, abuse, harass, threaten or otherwise violate the legal rights of others;
  - 28.5.2. Upload or publish any material, content, comment or information on the application's community tab or interact with the employees, members and/or service providers of the Organisation in ways which can be deemed to be inappropriate, defamatory, indecent or obscene;
  - 28.5.3. Download, post, distribute, upload, copy, republish contents posted by the Organisation or any part thereof without express written and valid consent from the Organisation;
  - 28.5.4. Conduct or forward surveys, contests, pyramid schemes or chain letters to other Users of the Application and/or the Organisation's employees, members and service providers;
  - 28.5.5. Publish or decimate files, software(s) and/or other material that infringes someone's intellectual property or You don't have necessary rights to publish such content;
  - 28.5.6. Knowingly or unknowingly upload or distribute files that contain viruses, corrupted files, or any software that has the potential or shall certainly result in damaging the Application's software, or other Users' devices or gives you undue benefit while making purchases on the Application or gives You access to information You would not have been able to access otherwise;
  - 28.5.7. Engage in any activity that interferes with or disrupts access to the Application or the Application Services or the content (or the servers and networks which are connected to the Application);

- 28.5.8. Hack software, upload bugs, mine passwords, or through any illegal or unconventional means attempt, successfully execute to gain unauthorized access to the Application's back-end processors, network(s) or information;
- 28.5.9. Probe, scan or test the vulnerability of the Application or any network connected to the Application, nor breach the security or authentication measures on the Application or any network connected to the Application. You may not reverse look-up, trace or seek to trace any information on any other User, of or visitor to, the Application, to its source, or exploit the content, Application or Application Services or information made available or offered by or through the Application, in any way whether or not the purpose is to reveal any information, including but not limited to personal identification information, other than Your own information, as provided on the Application;
- 28.5.10. Disrupt or interfere with the security of, or otherwise cause harm to, the Application, systems resources, accounts, passwords, servers or networks connected to or accessible through the Application or any affiliated or linked sites;
- 28.5.11. Collect or store data about other Users in connection with the prohibited conduct and activities set forth in this Section;
- 28.5.12. Use any device or software to interfere or attempt to interfere with the proper working of the Application or any transaction being conducted on the Application, or with any other person's use of the Application;
- 28.5.13. Use the Application or any material or content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Organisation or other third parties;
- 28.5.14. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded;
- 28.5.15. Violate any applicable laws or regulations for the time being in force within or outside India or anyone's right to privacy or personality;
- 28.5.16. Violate the Terms of Use contained herein or elsewhere; and
- 28.5.17. Reverse engineer, modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information or software obtained from the Application.
- 28.6. The Organisation hereby grants You a non-exclusive, freely revocable, non-transferable access to the application, subscriptions, content, software and/or services provided by the Organisation and its service providers on

"as is" and "as available" basis, unless otherwise specified in writing. This access is subject to the following conditions:

- 28.6.1. In accordance to the Terms of Use provided herein, You may access and use the services provided strictly for informational purpose and none of the services shall be construed as medical advice or assistance, except for the services provided by certified diagnostic centres and mental health professionals;
- 28.6.2. You shall not knowingly or unknowingly access or attempt to access or execute to modify or remove content, subscription prices and/or other available information on the Application;
- 28.6.3. You shall not sell, lease, license, rent, distribute, or commercially utilize/exploit the Application or any part thereof and/or its services through any devised means; and
- 28.6.4. You may not remove any text, copyright or other proprietary notices contained in the content downloaded from the Application.
- 28.7. These Terms expressly supersede prior written agreements with You. Supplemental Terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms shall prevail over these Terms in the event of conflict with respect to applicable services.
- 28.8. The Organisation may restrict You from accessing or using the Services, or any part of them, Immediately, without notice, in circumstances where Organisation reasonably suspects that:
  - 28.8.1. You have or are likely to, breach these Terms; and/or
  - 28.8.2. You do not or are likely not to, qualify, under applicable law or the standards and policies of Organisation and its affiliates, to access and use the services.

## **29. Indemnification and Limitation of Liability of the Application:**

- 29.1. You agree to indemnify, defend and hold harmless the Organisation and its affiliates including but not limited to its (and its affiliates') officers, directors, consultants, agents, employees and vendors on the Application ("**Indemnitees**") from and against any and all losses, liabilities, claims, damages, demands, costs and expenses (including legal fees and disbursements in connection therewith and interest chargeable thereon) asserted against or incurred by the Indemnitees that arise out of, result from, or may be payable by virtue of, any breach or non-performance of any representation, warranty, covenant or agreement made or obligation to be performed by You pursuant to these Terms of Use.
- 29.2. Further, You agree to hold the Indemnitees harmless against any claims made by any third party due to, or arising out of, or in connection with, Your use of the Application or Application Services or content, any



misrepresentation with respect to the data or information provided by You, Your violation of the Terms of Use, or Your violation of any rights of another, including any intellectual property rights.

- 29.3. In no event shall the Indemnitees be liable to You or any third party for any special, incidental, indirect, consequential, or punitive damages whatsoever, arising out of or in connection with Your use of or access to the Application, Application Services or content on the Application. The limitations and exclusions in this Section apply to the maximum extent permitted by applicable laws.
- 29.4. In addition, and without limiting the foregoing, to the fullest extent permitted by applicable law, in no event will Indemnitees aggregate liability arising out of or in connection with these Terms of User or the Services rendered hereunder, whether in contract, tort (including negligence, product liability, or other theory), warranty, or otherwise, exceed the amount of actual fees charged from You.
- 29.5. If applicable law does not permit the exclusion of certain warranties or the limitation or exclusion of liability, the scope and duration of such warranty exclusions and the extent of the liability of Organisation shall be the minimum permitted under applicable law.

### **30. Acceptance of Terms of Use of the Application:**

- 30.1. Upon the condition of acceptance of all the terms, conditions, notices present in these Terms of Use along with the acceptance of any amendments made by the organization at its sole discretion, You are allowed to use and access the Application offered.
- 30.2. Using the Application or any of its Services or browsing the Application, merely states that You have read, understood and agreed to be bound by these Terms of Use available at <https://fitcru.com/website> and mobile app;
- 30.3. Any amendment or modification of this Terms of Use shall be done without prior notice to You. It shall be Your responsibility to check this Terms of Use periodically for changes. Continuous use of the Application by You will constitute Your consent and acceptance of changes made to the Application.

### **31. Change to Terms of Use of the Application:**

- 31.1. Organisation may amend the any policies or supplemental terms related to the Services from time to time.
- 31.2. It will be the Organisation's best endeavor to provide You a written notice through a notification on the Application in the event of a material change to any policies or supplemental terms that detrimentally affects Your rights under these Terms. Amendments will be effective upon Organisation's posting of such amended policies or supplemental terms

on the applicable Service. Your continued access or use of the Services after such posting, or after the expiry of the notice period (whichever is later), constitutes Your consent to be bound by the Terms, as amended.

**32. Violation of the Terms of Use of the Application:**

- 32.1. You agree that any violation by You of these Terms of Use will constitute an unlawful and unfair business practice and will cause irreparable harm to the Organisation and/or Vendors for which monetary damages would be inadequate, and You consent to the Organisation and/or Vendors obtaining any injunctive or equitable relief that they deem necessary or appropriate in such circumstances. These remedies are in addition to any other remedies that the Organisation and/or Vendors obtaining may have at law or in equity.
- 32.2. If the Organisation and/or Vendors takes any legal action against You as a result of Your violation of these Terms of Use, they will be entitled to recover from You, and You agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief that may be granted.

**33. Suspension and Termination of Account on the Application:**

- 33.1. The Terms of Use will continue to apply until terminated by either You or the Organisation as set forth below. If You object to the Terms of Use or are dissatisfied with the Application, your only recourse is to (i) close Your Account on the Application; and/or (ii) stop accessing the Application.
- 33.2. The Organisation may delist You or block Your future access to the Application or suspend or terminate your Account if it believes, in its sole and absolute discretion that you have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use or anyway otherwise acted unethically. Notwithstanding anything in this clause, these Terms of Use will survive indefinitely unless and until the Organisation chooses to terminate them.
- 33.3. If You or the Organisation terminate Your use of the Application, the Organisation may delete any content or other materials relating to Your use of the Application Services and the Organisation shall have no liability to You or any third party for doing so. However, your transactions details may be preserved by the Organisation for purposes of tax or regulatory compliance.
- 33.4. You shall be liable to pay for any Application Services that you have already ordered till the time of termination by either party whatsoever.
- 33.5. The Organisation and / or Relevant Partners(s) / vendor shall have the right to cease/terminate relationship with You unilaterally without any reason, and applicable amount or cash back (if any) or pro-rata refund, as the case may be, shall be refunded to You subsequently.

**34. Intellectual Property Rights of the Application:**

- 34.1. The intellectual property rights including but not limited to the audio-visual content, Fitness Services, UI/UX design of the Application, source codes, nutritional and fitness information available on the Application, the word “**FitCru**” and any other services offered by FitCru reserves with FitCru. This content is protected by applicable trademark, copyright and other intellectual property right laws;
- 34.2. You shall not commercially or otherwise for any purpose whatsoever exploit the trademark FitCru or any other trademark associated with the Organisation without prior written and valid consent from the Organisation.

**35. Governing Law:**

These terms shall be governed by and constructed in accordance with the laws of India without reference to conflict of laws, principles and disputes arising in relation hereto shall be subject to the jurisdiction of the High Court of Judicature at Mumbai, and the matter shall be adjudicated in Mumbai Metropolitan Region.

**36. Report Abuse and Grievance Redressal:**

In the event You come across any abuse or violation of these Terms of Use or if You become aware of any objectionable content on the Application or if You wish to report a grievance regarding Application or Application Services, please report the same to the following e-mail id: [contact@fitcru.com](mailto:contact@fitcru.com) or reach out to our Grievance Officer, whose contact information is detailed below:

Name: Isha Agarwal

Email ID: [contact@fitcru.com](mailto:contact@fitcru.com)

Postal address: 501 homestead building, Santacruz West, Mumbai 5, 400054, Maharashtra, India.

Please provide us with a detailed description of the complaint/grievance, and we will endeavor to resolve Your grievances within one month from the date of receipt of such grievance, or within such timeframe stipulated under applicable laws.

**37. Communications:**

- 37.1. You hereby expressly agree to receive communications by way of SMS and/or e-mails from the Organisation, vendors and other third parties relating to the Application Services provided through the Application.
- 37.2. You can unsubscribe/ opt-out from receiving communications through SMS and e-mail anytime by e-mailing to [prat33kumar@gmail.com](mailto:prat33kumar@gmail.com) or

contacting our Grievance Officer. However, this may limit the extent of Application Services that you can avail.

### **38. General Provisions:**

- 38.1. **Notice:** All notices from the Organisation will be served by email to Your registered email address or by general notification on the Application. Any notice provided to the Organisation pursuant to the Terms of Use should be sent to our Grievance Officer with subject line - Attention: TERMS OF USE.
- 38.2. **Assignment:** You cannot assign or otherwise transfer the Terms of Use, or any rights granted hereunder to any third party. The Organisation's rights under the Terms of Use are freely transferable by the Organisation to any third party without the requirement of seeking Your consent.
- 38.3. **Severability:** If, for any reason, a court of competent jurisdiction finds any provision of the Terms of Use, or any portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of the parties as reflected by that provision, and the remainder of the Terms of Use shall continue in full force and effect.
- 38.4. **Waiver:** Any failure by the Organisation to enforce or exercise any provision of the Terms of Use, or any related right, shall not constitute a waiver by the Organisation of that provision or right.

### **39. Your IP Infringement:**

If You believe the Application or any of the Application Services violates Your intellectual property, You must promptly notify the Organisation in writing at [contact@fitcru.com](mailto:contact@fitcru.com). These notifications should only be submitted by the owner of the intellectual property or an agent authorized to act on his/her behalf. However, any false claim by You may result in the termination of Your access to the Application. You are required to provide the following details in our notice:

- 39.1. the intellectual property that You believe is being infringed;
- 39.2. the item that You think is infringing and include sufficient information about where the material is located on the Application;
- 39.3. a statement that You believe in good faith that the item You have identified as infringing is not authorized by the intellectual property owner, its agent, or the law to be used in connection with the Application;
- 39.4. Your contact details, such as Your address, telephone number, and/or email;
- 39.5. a statement that the information You provided in Your notice is accurate, and that You are the intellectual property owner or an agent authorized to act on behalf of the intellectual property owner whose intellectual property is being infringed; and
- 39.6. Your physical or electronic signature.

#### **40. Disclaimer of Warranties & Liability of the Application:**

You expressly understand and agree that, to the maximum extent permitted by applicable law:

- 40.1. The Application and its services, and/or any other content are provided by the Organisation on an “as is” basis without warranty of any kind, express, implied, statutory, or otherwise, including the implied warranties of title, non-infringement, merchantability or fitness for a particular purpose. Without limiting the foregoing, the Organisation makes no warranty that:
  - 40.1.1. the Application or the Application Services or the content will meet Your requirements or Your use of the Application or the Application Services will be uninterrupted, timely, secure or error-free;
  - 40.1.2. the results that may be obtained from the use of the Application, or Application Services will be effective, accurate or reliable;
  - 40.1.3. the quality of the Application or Application Services or content will meet Your expectations; or (iv) any errors or defects in the Application or Application Services or content will be corrected.
- 40.2. No advice or information, whether oral or written, obtained by You from the Organisation or through use of the Application Services shall create any warranty not expressly stated in the Terms of Use;
- 40.3. The Organisation will have no liability related to any user content arising under intellectual property rights, libel, privacy, publicity, obscenity or other laws. The Organisation also disclaims all liability with respect to the misuse, loss, modification or unavailability of any user content;
- 40.4. The Organisation will not be liable for any loss that You may incur as a consequence of unauthorized use of Your Account or Account information in connection with the Application or Application Services, either with or without your knowledge;
- 40.5. The Organisation has endeavored to ensure that all the information on the Application is correct, but the Organisation neither warrants nor makes any representations regarding the quality, accuracy or completeness of any data, information, or Application Services.
- 40.6. The Organisation shall not be responsible for the delay or inability to use the Application or related functionalities, the provision of or failure to provide functionalities, or for any information, software, functionalities and related graphics obtained through the Application, or otherwise arising out of the use of the Application, whether based on contract, tort, negligence, strict liability or otherwise.
- 40.7. Further, the Organisation shall not be held responsible for non-availability of the Application during periodic maintenance operations or any unplanned suspension of access to the Application that may occur due to technical reasons or for any reason beyond the Organisation's control.

- 40.8. You understand and agree that any material or data or content downloaded or otherwise obtained through the Application is done entirely at Your own discretion and risk, and that You will be solely responsible for any damage to Your computer systems or loss of data that results from the download of such material or data.
- 40.9. The Organisation has implemented requisite market practices and security policies, rules and technical measures to protect the personal data that it has under its control from unauthorised access, improper use or disclosure, unauthorised modification and unlawful destruction or accidental loss. However, for any data loss or theft due to unauthorized access to the User's electronic devices through which the User avails the Services, the Organisation shall not be held liable for any loss whatsoever incurred by the User.