

## Terms of Use

Welcome to Healthtym, a flagship portal operated by Healthtym pvt ltd and/or its subsidiary (IES) and/or affiliate(s) (collectively referred to as the "company")

### ACCEPTANCE OF TERMS OF USE

These terms of use (Terms) constitute a legally binding agreement between User or you (as defined below) and the Company regarding your use of the Healthtym web site i.e **www.healthtym.com** (the Site), Application (the Mobile Application on Android, iOS) and the services including but not limited to provide the health services via the Site, any mobile or internet connected device or otherwise (the "Healthtym Service").

"User" or "You" means any person who access or avail this site of the Company for the purpose of booking a slot for gym and health club for exercise, uses gym, health club, yoga, meditation, swimming, dance etc participating in using the site of the Company. By accessing the Site or Service and/or by clicking "I agree", you agree to be bound by these Terms. You hereby represent and warrant to the Company that you are at least eighteen (18) years of age or above and are capable of entering, performing and adhering to these Terms and that you agree to be bound by the following terms and conditions. While individuals under the age of 18 may utilize the Service of the site, they shall do so only with the involvement & guidance of their parents and / or legal guardians. You agree to register prior to uploading any content and / or comment and any other use or services of this site and provide your details including but not limited to complete name, age, email address, residential address, contact number.

The Company reserves the right, at its discretion, to change, modify, add, or remove portions of these Terms at any time by posting the amended Terms. Please check these Terms periodically for changes. Your continued use of the Healthtym Services after the posting of changes constitutes your binding acceptance of such changes. In addition, when using any particular services, you may be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into the Terms.

If you do not agree with the Terms, please do not use this Site or the Healthtym Services.

### DEFINITIONS AND INTERPRETATION

- "Area of Operation" means the area in which these Customer Terms are accepted by You.
- "Booking Confirmation" Where (user ) You request for a Ride has been accepted, You must check the booking details on the booking confirmation Healthtym provides You, including the pick-up time and location ("Booking Confirmation"). If there are any incorrect details on the Booking Confirmation, You must contact Healthtym immediately by correcting Your booking details through the Application.
- "Gym" A gym is a large room, usually containing special equipment, where people go to do physical exercise and get fit.
- "Trainer" a person who trains, provides first aid for, etc.
- "Health" is the condition of being sound in body, mind, or spirit; especially.
- "Punishment" is the act of punishing someone or of being punished.
- "Rule" A rule is a statement telling people what they should do in order to achieve success or a benefit of some kind.

- “Breach”, infraction, violation, transgression all denote in some way the breaking of a rule or law or the upsetting of a normal and desired state.
- You are responsible for any delay that may be caused due to Your failure to check the Booking Confirmation or contact Healthtym immediately to correct the booking details.
- Cancellation Fee” means the amount payable by You as a result of You cancelling a Ride.
- Driver” means the individual driver (that provides commercial passenger vehicles, rideshare vehicles and the like) who is registered with Healthtym and operates the Vehicle.
- “Fare” means the amount specified on the Application payable for the specific Ride provided to you by a Driver.
- “Services' ' means the technology services Healthtym provides which facilitate Healthclub /Gym, Rides , food and other products and services accessed through the Application.
- Total Ride Fee” means the Fare, the Cancellation Fee and/or any Additional Fee (as applicable) specified on the Application.
- “Vehicle” means a motor vehicle, owned or operated by the Driver, for the carriage of passengers.
- “Privacy Policy” means the privacy policy available on the Application or the website, as amended by Healthtym from time to time.
- “Ride” means the travel in the Vehicle by. The Ride is provided by the Driver and is facilitated through the Application.

## **HEALTHTYM SERVICE, REGISTRATION AND ACCESS TO USE**

**The Healthtym Service provides its members to access the various number of health club/ Gym by just clicking on the book slot.** The membership entitles the usage of “HEALTHTYM” Gym/ Health club facilities and the equipment & services available therein.

### **1. Registration:**

**User** will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. In particular, as a parent or legal guardian, you acknowledge and assume sole responsibility to ensure that content which is meant for mature audiences (i.e, above the age of majority) is not accessed by children. Hence, you may not share your login credentials with your children. You expressly agree to absolve the Company and/or the Healthtym Services of any responsibility / liability in this regard.

**Facebook Connect:** You may also register for the Healthtym Service by using your Facebook username and password. If, however, you are under 18 years of age, you may log in to Healthtym Service using Facebook Connect and utilize the Healthtym Service only under the supervision of your parent or legal guardian. Using Facebook Connect allows us to personalize and enhance your experience while using the Healthtym Service, based on your personal information, profile, likes, and other relevant information. When you use this feature, you expressly consent to information about your activity on the Healthtym Service (i.e. what you have booked as health service, what kind of services have liked, ratings given by you, etc.) being continuously released and automatically posted on your Facebook account (which has been used to log in) and made available to

your friends on Facebook. You may control the information being shared through Facebook Connect by changing your account / privacy settings.

By registering, you agree to the Terms stated herein and in addition to any other specific terms which shall be posted at an appropriate location of the Site. Each registration is for a single individual user only.

#### **PRIVACY :-**

- **SMS READ** :- For login via OTP (one-time password (OTP), also known as one-time pin or dynamic password, is a password that is valid for only one login session or transaction)
- **CAMERA** :- Apps need access to specified content on your phone.
- **READ PHONE STATE**:- Allows **read** only access to **phone state**, including the **phone** number of the device, current cellular network information, the status of any ongoing calls, and a list of any PhoneAccounts registered on the device. IMEI for analytics purposes, for example counting users. Most tools like Google Analytics or Flurry need a unique ID per phone, so the IMEI fits quite well.
- **LOCATION** :- Access to your exact location provided based on GPS data.
- **HEALTHTYM** collect, store, process and transfer personal information (including sensitive financial information) in compliance with the Privacy Policy and any applicable statutes and regulations relating to the protection of personal data.

**2. Subscription:** Your **subscription is completely free of cost\*\***. Company can made changes at anytime without any prior notice.

**3. Membership:** The membership is personal, and can be shared.

**3.1 Age Limit:** The Member confirms that he/she is 18 years old or older. For persons below 18 years old, you may utilize the Healthtym Service only under the supervision of your parent or legal guardian.

**3.2 Membership Cancellation/ Transfer :** Formal communication for cancellation: All requests to cancel or transfer the HEALTHTYM membership must be made in writing to **“help@healthtym.com.”** To complete the transfer, the departing member needs to share the intent and identify the new member. The new member needs to accept the Terms & Conditions, and then takes over the membership with the same conditions as per the original contract.

**3.3 Membership Termination :** Healthtym also reserve the right to change or cancel a user membership at any time for reasons including but not limited to issues related to discipline, misbehavior with the facility staff or fellow users, acts of violence, distortion of peace, violation of HEALTHTYM Code of Conduct, desecrating/vandalizing the facility and/or its premises.

**3.4 Membership Transfer: Master Peace Plan** is a transferable plan and the plan can be transferred to any other person fully or partially.

4. **Access to use:** To access the HEALTHTYM Service, you will be asked to enter your individual user name and password, as chosen by you during your registration. Therefore, the Company does not permit any of the following:-

Any other person sharing your account and Password;

Any part of the Site being cached in proxy servers and accessed by individuals who have not registered with the Company as users of the Site; or Access through a single account and Password being made available to multiple users on a network. If the Company reasonably believes that an account and password is being used / misused in any manner, the Company shall reserve the right to cancel access rights immediately without notice, and block access to all users from that IP address. Furthermore, you shall be entirely responsible for any and all activities that occur under your account. You agree to notify the Company immediately of any unauthorized use of your account or any other breach of security. The Company will not be liable for any loss that you may incur as a result of someone else using your password or account, however, you could be held liable for losses incurred by the Company or another party due to someone else using your account or password.

5. **Safety and Responsibility:**

(a) **Safety is a top priority** of HEALTHTYM for all its users, partners and staff, Safety is a mutual responsibility for trio (three members) “**HEALTHTYM Management**”, “**Facility staff (Partners)**” and its “**Users**”. Anything that compromises the safety of all people associated with HEALTHTYM is dealt with immediate termination of the plan without any refund.

(b) **HEALTHTYM Gym/ Health club** shall not be held responsible for any personal injury or loss of life or damage that may arise during the usage of facilities by the user. You are advised / requested to take all necessary precautions while dealing with all/ any equipment and the facility.

(c) **Health:** The Member confirms that he/she does not suffer from health problems that would hinder exercise or prevent him/her from engaging in exercise, or that would be detrimental or adverse to the Member’s health, safety or physical condition if he/she did exercise. In case of any doubt, the Member shall seek advice by a medical doctor who should confirm the ability to exercise. HEALTHTYM Gym/ Health club shall have no obligation to perform a fitness assessment or similar testing to determine the Member’s physical condition. If an assessment is done at HEALTHTYM Gym/ Health club , it is for the sole purpose of compiling comparative data in order to track the Member’s progress in a program and not for diagnostic purposes.

(d) **Sexual harassment** is a type of **harassment** technique that relates to a **sexual** nature and the unwelcome or inappropriate promise of rewards in exchange for **sexual** favors. **Harassing** conduct may include offensive jokes, slurs, name-calling, physical assaults or threats, intimidation, ridicule, insults, offensive pictures, Physical contact and advances (so, you can’t touch someone inappropriately and think I am innocent because, you know,

I didn't rape) Interference with her work/ workout or creating an intimidating or offensive work / workout environment for her (staff / user) , Humiliating treatment likely to affect her health or safety or showing pornography against the will of a woman **also count as sexual harassment. For HEALTHTYM Safety is a top most priority** for all Female Users, Partners and Staff, If we caught someone doing this unethical violence he will be the sole responsible for Rigorous imprisonment for a term which may extend to three years or fine or both.

## 6. Schedule / Plan/s:

Healthtym come up with the various plans/ schedule as per the customers requirement are mentioned below:-

- (a) **Session** (a period devoted to a particular activity.)
- (b) **Day** (each of the twenty-four-hour periods)
- (c) **Weekly** (a period of seven days.)
- (d) **Half Month** (A half-month is a unit of time typically used in astronomy. Each month is separated into two parts: days 1 to 15. day 16 until the end of the month.)
- (e) **Monthly** (a period of time between the same dates in successive calendar months.)
- (f) **Quarterly** (divide into four equal or corresponding parts.)
- (g) **Half Yearly** (relating to half a financial year.)
- (h) **Yearly** (happening or produced once a year or every year.)

### 6.1 Book you slot/ session/s:

- (a) Users can book their slot anytime anywhere in a selected location.
- (b) **Duration:** Your session/slot duration will be unlimited as per your wallet recharge.
- (c) **Arrival on time:** you are requested to arrive for their respective session in the booked slot duration, Healthtym Gym/ health club reserves the right to deny entry to a user in case he/she arrives late for his/her session.
- (d) **Session availability:** Your session booking is subject to availability of the slot in the sought time frame on a first come first served basis.
- (e) **Booking Confirmation:** Your past and upcoming booking details are available in your Healthtym App, request all users to check and avail the services as per your booking plan.
- (f) **Entry without Booking:** No entry requests will be entertained for attending sessions without the booking confirmation.
- (g) **Slot Capacity:** Each slot is designed to accommodate a fixed number of users, we request you to kindly book the session and cancel if required well in advance to avoid any inconvenience to yourself, fellow users or the Healthtym staff.

### 6.2 Session/s Cancellation by Users (No Show)

User can cancel his/her booking before the session starts post which, it will be counted as a No Show, subject to conditions given below.

In case the user fails to cancel the booked session and does not turn up, the session will result in a No Show.

### **6.3 Session/s Cancellation by HEALTHTYM**

To maintain its facilities in prime working conditions for its users and hence requires maintenance from time to time.

for Cancellation Intimation Healthtym will notify the users through email and app notifications in case of such occurrences, users are strongly recommended to check their apps and emails for such updates before visiting the facility.

Users are strongly recommended to add **help@healthtym.com** to their email contacts to get such emails in the inbox without any hassle and any discord or disputes, the user is requested to write on the above said email id.

**7. Communication :** Healthtym Gym/ Health club communicates via email. [help@healthtym.com](mailto:help@healthtym.com) and [developer@healthtym.com](mailto:developer@healthtym.com) declines all responsibility if the email address doesn't exist, is wrong or for whatever reason emails do not arrive to the Member.

**8. Use of the Facilities :** The facility shall be used for training purposes only. No other activity will be allowed, and violations will be sanctioned. For example, sleeping and lingering are not allowed. Consumption of alcohol, tobacco or illegal substances is not allowed. Working out under the influence is not allowed. Conducting business or paid services is not allowed.

**9. Code of Conduct:** The Member shall respect the behavioral and operating principles and follow them on all occasions. This includes, but is not limited to:

- Wearing appropriate and clean clothes and shoes.
- Using a towel at every workout and leaving machines and surface clean after usage.
- Behaving in a friendly and respectful manner towards the other members in the gym / health club as well as the staff.
- **Lockers for Personal Belongings (if available) :** Lockers are available for Members while working out in the facility. Each Member needs to empty the locker ( if applicable) and remove the padlock when leaving the facility. HEALTHTYM Gym/ Health club will open and empty lockers if the Member is not in the facility.
- **Lost Property or Theft:** Healthtym Gym/ Health club does not take responsibility for loss or theft of any personal belongings, even if locked in a locker.

### **10. Geographic Limitation:**

You may use various health club/ gym through the Healthtym Service only in geographic locations where the Company offers the Healthtym Service. The services that may be available to use will vary by geographic location. The Company may use technologies to verify your geographic location.

## **11. Healthtym Service streaming software:**

The Healthtym Service streaming software is developed and designed to enable streaming of service from the Healthtym Service through the Healthtym Service ready devices. This software may vary by device and medium, and functionalities may also differ between devices. This software is licensed to you pursuant to these Terms and solely for the purpose of using the Healthtym Service and for no other purpose whatsoever. The Company does not warrant the performance of the software, including its continuing compatibility with the Healthtym service. Any unauthorized use of the software is strictly prohibited and Healthtym Service reserves the right to not provide the software (including updates) to you at any time and to discontinue the ability to access the Healthtym Service through such software at any time, without prior or any notice. When you use a Healthtym ready device, you expressly represent that you have the express authority to use such device and be liable for any transaction conducted through such device on the Site.

## **12. Upgrade to Membership Card**

- (a) Existing users can convert the balance duration of their existing subscription (additional services like meditation, yoga ) and avail premium membership on a pro-rata basis.
- (b) The same can be done by sending in your request to [help@healthtym.com](mailto:help@healthtym.com).

## **13. Plan Renewal**

- (a) Existing users subscribed to HEALTHTYM services should get in touch with us at [help@healthtym.com](mailto:help@healthtym.com) for renewing their existing plans at least 7 days before the expiry of their respective plans.
- (b) The users may also reach out to their respective pool/facility managers and apprise them of the same to get the plan renewed.
- (c) Users have the option to pay online as well as at their respective facility by handing out the renewal amount to the designated pool/ facility Manager, post which they will hand over a payment receipt on the spot.
- (d) Users already subscribed with HEALTHTYM will get a preference for availing the plan renewal under current offers applicable at the time of renewal.
- (e) The communication and the payment for availing the renewed package should be made timely through proper channels (Online or Pool/ facility Manager).
- (f) Renewals will be provided on a First Come First Serve Basis based on the availability of the slots.

## 14. Refund Policy:

HEALTHTYM advises the users to go through the terms & conditions thoroughly before the purchase of this plan.

**Terms: We want you to be satisfied with our services and enjoy hassle free refund policy.** Herewith whenever a user (customer/ member) wants to cancel the article, on that event user (customer/ member) are eligible to get the money back as per the session {as mentioned in point number 6 (a)}.

**NOW THEREFORE**, in exchange for the covenants and promises herein, and other valuable consideration, the receipt of which is hereby acknowledged, the **both parties** {(First Party) “HEALTHTYM” (Company ) } (Second party) “PARTNER” agree as follows:-

### 1. GRANT OF LICENSE

**1.1. Grant. Company (HEALTHTYM)** grants to Partners, and Partner accepts from Company, the non-exclusive right and license, for the Term of this Agreement, to establish and operate a business that Partner holds out as associated with the Company and that operates according to this Agreement., Nothing in this Agreement gives Partners any other right, title or interest in any of the HEALTHTYM, which remain the sole and exclusive property of HEALTHTYM.

**1.2. Authorized Goods and Services Only.** Partners will offer and sell only those goods and services specifically authorized by Company (HEALTHTYM). Company is permitted to add to modify, or discontinue at any time any of the goods and services that Partners is authorized to offer and sell. This grant permits and requires Partner to operate the Business in association with and using the HEALTHTYM, but not to operate any other business or to undertake any other activities not authorized by COMPANY (HEALTHTYM).

**1.3. Use of HEALTHTYM.** Partners will use the HEALTHTYM only as permitted by Company. Partners will not use the HEALTHTYM or any derivation thereof or confusingly similar mark in the name of Healthtym entity (if any).

**1.4. Revisions.** During the Term, Company is permitted to add to, modify, or discontinue, and any changes will be deemed agreed-upon modifications to Exhibit A upon Healthtym’s receipt of written notice identifying the change. If Company makes any such changes, Partners will promptly adopt.



**1.5. Notification of Infringement.** If Partners learns of any apparent or potential infringement of or challenge or claim relating to any of the Healthym, then Partners will promptly provide written notice to Company or switch off the device or app or account which provided by the company.

## **2. Training, Construction, and Remodeling.**

**(a) Qualified Personnel / Trainer.** Partners will employ qualified personnel / Trainer to perform all activities work at the Location.

**(b) Permits and Licenses.** Partners will obtain and maintain in good standing all licenses, permits and certifications required for lawful construction or remodeling of the Location.

**(c) Quality of Work.** Partners will ensure that all design, construction, and remodeling work is performed in a competent and professional manner, and that the finished premises meet all specifications identified by Company (Healthym).

**(d) Progress Reports and Site Visits.** Partners will provide Company with any progress reports requested by Company during the course of any work. Company is permitted to visit and inspect the Location at any time.

**3. Maintenance and Appearance.** Partners will maintain the Location in a clean, orderly, and attractive manner at all times when open for business, and will promptly conduct any repairs and replacements necessary to maintain the workout area in its original condition.

**4. Use of Location.** Partners will use the Location only for the purpose of operating the Health Club/ Gym or activity area.

**5. Inspections.** Partners will permit Company (Healthym) or its agents or representatives to enter the Location at any time during normal business hours and with or without prior notice for the purposes of conducting inspections, taking photographs, sampling goods and services, and interviewing employees and Athletes. Partners will cooperate fully with Company's agents or representatives. Those agents or representatives access to every part of the Location and to remove reasonable quantities of products or other goods for purposes of testing or examining samples. Upon notice from Company or its agents or representatives, and without limiting Company's other rights under this Agreement, Partners will promptly remedy any deficiencies detected during any inspection.

## **6. GENERAL OPERATIONAL REQUIREMENTS**

**6.1. Revisions to Goods and Services.** Company is permitted to add to, modify, or eliminate elements of the authorized goods or services at any time in its sole discretion.

**6.2. Compliance with Laws.** Partners will operate the Business in full compliance with all applicable laws and regulations, including those relating to environmental safety, occupational health and safety.

**6.3. Pricing.** If Company determines in its sole discretion that it may lawfully direct Partners to charge certain prices for goods or services.

**6.4. Hours of Operations.** Partners will keep the activity area continuously open for business during all hours and days specified by Company.

**6.5. Workout Sessions.** Partners will use only Company's approved method of instruction in all sessions and classes.

**6.6. Email.** Partners must at all times have email/high speed internet access capabilities at the Location.

**6.7 Camera System.** Partners will purchase, install and maintain the camera system. Such system shall be turned on and operational at all times during the term of this Agreement.

## **7. ADVERTISING, MARKETING, PROMOTIONS, AND DISPLAYS**

**7.1. Local Advertising Content and Restrictions.** Partners are permitted to conduct its own advertising and promotions in its reasonable discretion, except that:

**7.2. Partners** will ensure that its local advertising and promotions reflect favorably on and do not disparage the logos of the Company.

**7.3. Partners** will not engage in any advertising or promotions within any known restricted radius around any other location without Company's written consent; provided, however, this restriction will not limit Partner's use of general media advertising such as wide-circulation newspaper, radio, or television.

**7.4. Partners** will be required to pay Company a monthly web page maintenance fee (the “Website Maintenance Fees”) in existence from time to time for providing this service **(if applicable)**.

**7.5. Healthtym** reserves the right at any time, in its sole discretion, to remove, delete or modify Partners’s on Helthtym’s Site, any Social Media Site, or any other website or homepage, and to remove, delete or modify any content or posts thereon.

**7.6. Partner’s Participation.** Without limitation to any other provision in this Agreement, Partners will fully participate in all advertising, marketing, and promotions activities required by Company (HealthTym) , including the introduction or test marketing of new goods or services, grand openings, joint marketing efforts with other Partners, trade shows, industry events, and other programs directed or approved by Company (Healthtym) **(if applicable)**.

## **8. TRAINING, ASSISTANCE AND ANNUAL CONVENTION :-**

**8.1. Training (if required).** Those participating in Training will complete all components of Training to Company’s reasonable satisfaction. Partners will pay for all travel, accommodations, wages, and other costs for its representatives attending or participating in Training.

**8.2. Annual Convention.** Company is permitted to establish an annual convention or meeting of Partners (the “Annual Convention”), which Partners will attend if required by the Company. Partners will pay the travel, accommodations, wages, and all other expenses for its representatives attending the Annual Convention.

**9. The client understands that they are paying the trainer for their services** as outlined in this agreement. In the event that the client doesn’t use the services, the client will still be responsible to make payment for the full initial term as agreed above. The trainer will deliver their sessions and advice to the best of their ability, will be registered with HEALTHTYM, and will respect all applicable the HEALTHTYM Code of Conduct at all times. The client agrees to make all payments.

## **10. If you (the client) cancel or run late.**

- If you cancel your session within 24 hours' notice, or fail to show you will be required to pay 0% \*\* of the session fee.
- If you (the user) are late to a session, Trainer will do their best to get the most out of the remaining time left in the session as He/ she is unable to run over time due to previously arranged client commitments.

## **11. If the trainer cancels or runs late.**

Unforeseen circumstances may arise which require our sessions to be rescheduled. In this event the following policy will apply:

- If Trainer is forced to cancel the users session within 24 hours Trainer will make up the session at no charge to you.
- If Trainer runs late for the starting Users session Trainer will extend the session time accordingly or make it up at a future date, whichever is most convenient to User.

**12. Disclosure of information:-** Please disclose all health information as requested at your initial consultation and keep Trainer updated and informed of any changes to your health status. This includes all medical conditions; physical and mental, injuries, allergies, and medication you (user) are taking. If necessary, you may need to seek clearance from your doctor before participation in the exercise programme Trainer recommends.

## **13. PAYMENT:-**

**13.1** You will be charged and must pay the Total Ride Fee for the Service, comprising the Fare, and any Additional Fee. Healthtym collects the Fare on behalf of the Driver.

**13.2** You will be required to provide relevant payment details including credit/debit card details ("Card Details") with the Payment Processor in order for Healthtym to process payment of the Total Ride Fee, and You hereby authorise the Payment Processor to do so. Your authorisation:

**13.3** permits the Payment Processor to debit or credit the bank account or debit/credit card account associated with Your payment details;

**13.4** permits the Payment Processor to use Your Card Details for the processing of transactions initiated by You;

**13.5** will remain in effect as long as You maintain an Account (and if You delete Your Card Details or Account, Healthtym and the Payment Processor will not be able to process any further transactions initiated by You); and

**13.6** is subject to any other terms and conditions of the Payment Processor specified through the Application or Services from time to time.

**13.7** Healthtym will be solely responsible for settling any payment-related disputes between Drivers and You. In case of any such dispute, any decision taken by Healthtym in good faith will be final and binding on You and the Driver.

**13.8** If any amount paid by You is fully or partially refundable for any reason such amounts will be credited to Your Account or refunded to You in accordance with and subject to Applicable Law.

**13.9** Any payment processing-related issue not caused by an error or fault with the Application must be resolved by You and the relevant Payment Processor.

#### **14. Being prepared for your session.**

To get the most out of your session we recommend the following:

- Have a small snack or light meal two or three hours before your session
- Be sure you are well hydrated and avoid alcohol prior to training
- If you are feeling unwell before your session please contact us or facility staff or Rider.
- Bring a small towel and water bottle to your session
- Wear appropriate clothing and footwear
- You must not smoke or consume any alcohol, tobacco or illicit substances in or near any Vehicle and Healthtym's acquire premises , misbehave in or near any Vehicle and Healthtym's acquire premises, distract a Facility Staff, Trainer or Driver, act in violation of Applicable Laws, or otherwise act in any way which a Facility Staff, Trainer or Driver (acting reasonably) considers will risk the safety of You, the Facility Staff, Trainer or Driver or any other person.
- If You breach above said clause Healthtym may immediately suspend the Services, the Booking Services and/or Your use of the Application (including Your Account).
- Be ready at the appointed time

## **15. INTELLECTUAL PROPERTY RIGHTS AND LIMITED LICENSE:-**

**15.1 Limited License:** Subject to your compliance with the Terms herein, the Company hereby grants you a personal, limited, non-exclusive, non-transferable, freely revocable license to use the HEALTHTYM Service for the personal, commercial and non-commercial uses for gym/ health club. Except for the foregoing limited license, no right, title or interest shall be transferred to you. Content on the Site and/or HEALTHTYM Service is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. We reserve all rights not expressly granted in and to the Site and/or HEALTHTYM Service and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein. Any unauthorized use of the Contents or HEALTHTYM Service will result in termination of the limited license granted by the Company and cancellation of your membership. Use of Site or HEALTHTYM Service for any other purpose may result in severe civil and criminal penalties. The Company does not promote, foster or condone the copying of Content, or any other infringing activity. Violators will be prosecuted to the maximum extent possible.

**15.2 The Content:** The content on the HEALTHTYM Service including, without limitation, , software, text, graphics, interactive features, logos and photos, and all other materials, as well as the selection, organization, coordination, compilation and overall look and feel of the Site (collectively, the "Content") are the intellectual property of the Company, its licensors and its suppliers. The Content is protected by copyright, trade dress, patent, trademark and other laws, international conventions and proprietary rights and all ownership rights to the Content remain with the Company, its licensors or its suppliers, as the case may be. All trademarks, service marks, and trade names are proprietary to the Company or its affiliates and/or third party licensors.

## **16. You must not:**

**16.1** copy, reproduce, modify, create derivative works of, decompile, reverse engineer, or attempt to derive the composition or underlying information, structure or ideas of, any HEALTHTYM IP;

**16.2** breach, disable, tamper with, or develop or use (or attempt) any workaround for any security measure provided in the Application;

**16.3** use any HEALTHTYM IP in a way that infringes or misappropriates a third party's intellectual property rights or moral rights;

- 16.4 distribute, disclose or allow use of any HEALTHTYM IP by any third party in any format, through any time sharing service, service bureau, network or by any other means;
- 16.5 merge or combine any HEALTHTYM IP with any other technology not provided by HEALTHTYM or
- 16.6 remove any proprietary notice language on any copies of any HEALTHTYM IP.

**17. You are solely responsible for any notes, messages, e-mails,** billboard postings, photos, drawings, profiles, opinions, ideas, images, videos, audio files or other materials or information posted or transmitted through the Application or Device by or on Your behalf . You must ensure that Your Content is not unlawful and does not infringe any third party's rights (including intellectual property rights), and You must not:

- 17.1 publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, blasphemous, pornographic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, or otherwise unlawful material or information, or any material relating to or encouraging money laundering or gambling;
- 17.2 upload files that contain software or other material protected by intellectual property laws unless You own or control the rights thereto or have received all necessary consents;
- 17.3 upload files that contain viruses, corrupt files, or any other similar software or programs that may damage the operation of another computer or electronic device;
- 17.4 except as expressly permitted by HEALTHTYM, advertise or offer to sell or buy any goods or services for any business purpose;
- 17.5 deceive or mislead the addressee about the origin of a message or communicate any information which is grossly offensive or menacing in nature;
- 17.6 restrict or inhibit any other user (including Drivers and other customers) from using and enjoying the Application;

## **18. YOUR OBLIGATIONS**

You hereby agree and assure the Company that the Site and/or Healthtym Service shall be used for lawful purposes only and that you will not violate laws, regulations, ordinances or other such requirements of any applicable Central, State or local government or any other international laws. You further concur that you shall not:

circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Site or Healthtym Service.

either directly or through the use of any device, software, internet site, web-based service, or other means copy, download, stream capture, reproduce, duplicate, archive, distribute, upload, publish, modify, translate, broadcast, perform, display, sell, transmit or retransmit the Content unless expressly permitted by the Company in writing;

either directly or through the use of any device, software, internet site, web-based service, or other means remove, alter, bypass, avoid, interfere with, or circumvent any copyright, trademark, or other proprietary notices marked on the Content or any digital rights management mechanism, device, or other content protection or access control measure associated with the Content including geo-filtering mechanisms

use the Site or Healthtym Service in any manner that could damage, disable, overburden, or impair and not to undertake any action which is harmful or potentially harmful to any the Company's server, or the network(s), computer systems / resource connected to any the Company server, or interfere with any other party's use and enjoyment of the Site or Healthtym Service;

obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site/Service;

perform any activity which is likely to cause such harm;

carry out any "denial of service" (DoS, DDoS) or any other harmful attacks on application or internet service or;

use the Site or Healthtym Service for illegal purposes;

disrupt, place unreasonable burdens or excessive loads on, interfere with or attempt to make or attempt any unauthorized access to any the Company website or the website of any the Company's customer;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or Healthtym Service;

attempt to gain unauthorized access to Healthtym Service<sup>1</sup>, other accounts and computer systems through hacking, password mining or any other means. You shall not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or Healthtym Service;

incorporate the Content into, or stream or retransmit the Content via, any hardware or software application or make it available via frames or in-line links unless expressly permitted by the Company in writing;

create, recreate, distribute or advertise an index of any significant portion of the Content unless authorized by the Company;

use or launch any "robots", "spiders", "offline readers" etc. or any other automated system, that accesses the Site and / or Healthtym Service in a manner that sends numerous automated requests to the Site's servers in a given period of time, which a human cannot reasonably send in the same period by using conventional web browsing application or tool(s) for similar purposes.

This prohibition applies even if you intend to give away the derivative materials free of charge.

The Site may permit you to post user submissions including but not limited to reviews of Content available through the Healthtym Service, comments on such Content, etc (User Submissions) .

You understand that these User Submissions, once posted by you, are visible to all members since it is a public forum.



## 19. PROHIBITED ACTIVITIES

You agree not to host, display, upload, modify, publish, transmit, update or share any information or User Submissions which belongs to another person and to which you do not have any right to;

is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, paedophilic, libellous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;

harm minors in any way;

infringes any patent, trademark, copyright or other proprietary rights;

violates any law for the time being in force;

deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

impersonate another person;

contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;

threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognisable offence or prevents investigation of any offence or is insulting any other nation;

contain misleading information regarding the origin of the Content;

or otherwise contains objectionable content.

Any content uploaded by you shall be subject to relevant laws and may disabled, or and may be subject to investigation under appropriate laws. Furthermore, if you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, we may terminate your account/block your access to the Site and we reserve the right to remove any non-compliant content uploaded by you.

If you are found to be in non-compliance with the laws and regulations, these terms, or the privacy policy of the Site, the Company shall have the right to immediately terminate/block your access and usage of the Site and the Company shall have the right to immediately remove any non-compliant Content and or comment, uploaded by you and shall further have the right to take recourse to such remedies as would be available to the Company under the applicable laws.

You understand and agree that the Company may, but is not obligated to, review the User Submissions and may delete or remove it (without notice) in its sole and absolute discretion, for any reason or without assigning any reason.

More specifically, when you review / rate any Content available on the HEALTHTYM Service (as per functionality made available on the Site), you give the Company express rights and consent to display your rating / review in relation to the relevant Content on the Site, including making it available to other members for viewing. If you do not want your User Submissions / reviews / ratings to be shared in a public forum, do not use these features.

These features may change without notice to you and the degrees of associated information sharing and functionality may also change without notice.

the Company is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("User Feedback"), including responses to questionnaires or through postings to the Healthtym Service / the Site and User Submissions, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Healthtym Service. By posting / submitting any User Feedback / User Submission on the Site, you grant the Company a perpetual, worldwide, non-exclusive, royalty-free irrevocable, sub-licensable license and right in such User Feedback / User Submission to the Company, including the right to display, use, reproduce or modify the User Feedback / User Submission in any media, software or technology of any kind now existing or developed in the future.

Operators of public search engines have the permission to use functionalities like spiders to copy materials from the Site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases, in our sole discretion. You agree not to collect or harvest any personally identifiable information, including account names, from the Site, nor to use the communication systems provided by the Site for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Site with respect to its User submissions.

You shall be financially responsible for your use of the Healthtym Service (as well as for use of your account by others, including without limitation minors living with you). You undertake to supervise and be responsible for all usage of minors of the Healthtym Service and access of the Site under your name or account and absolve the Company from any liability on this account. You also warrant that all information supplied by you or members of your family for using the Healthtym Service and accessing the Site, including without limitation your name, email address, street address, telephone number, mobile number, credit card number is correct and accurate. Failure to provide accurate information may subject you to civil and criminal penalties.

You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the Site or otherwise use the Healthtym Service, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Healthtym Service.

You agree that the Company may directly or through third party service providers send information to you about the various services offered by the Company from time to time.

## **20. LINKS TO OTHER SITES**

The Site may contain the links or pointers to other websites but you should not infer or assume that the Company operates, controls, or is otherwise connected with these other websites. When you click on a link within the Site, the Company may not warn you that you have left the Site and are subject to the terms and conditions (including privacy policies) of another website. Please be careful to read the terms of use and privacy policy of any other website before you provide any confidential information or engage in any transactions. You should not rely on these Terms to govern your use of another website.

The Company is not responsible for the content or practices of any other website even if it links to the Site and even if the website is operated by a company affiliated or otherwise connected with the Company. You acknowledge and agree that the Company is not responsible or liable to you for any content or other materials hosted and served from any website other than the Site.

## **21. ADVERTISING MATERIAL**

Part of the Site or the Healthtym Service may contain advertising information or promotion material or other material submitted to the Company by third parties. Responsibility for ensuring that material submitted for inclusion on the Site complies with applicable international and national law is exclusively on the party providing the information/material. Your correspondence or business dealings with, or participation in promotions of advertisers including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. Before relying on any advertising material, you should independently verify its relevance for your purpose, and should obtain appropriate professional advice. The Company shall not be responsible nor liable for any loss or claim that you may have against an advertiser or any consequential damages arising on account of your relying on the contents of the advertisement.

## **22. COLLECTION AND USE OF PERSONAL INFORMATION**

For information about the Company's policies and practices regarding the collection and use of your personally identifiable information, please read the Privacy Policy as available on the Site. The Privacy Policy is incorporated by reference and made part of these Terms. Thus, by agreeing to these Terms, you agree that your presence on the Site and use of the Healthtym Service are governed by the Company's Privacy Policy in effect at the time of your use. The Company reserves the right to disclose any information that is required to be shared, disclosed or made available to any governmental, administrative, regulatory or judicial authority under any law or regulation applicable to the Company. The Company can further disclose your name, street address, city, state, zip code, country, phone number, email, as it in its sole discretion believes necessary or appropriate in connection with an investigation of fraud, intellectual property infringement, piracy, or other unlawful activity.

## **23. FORCE MAJEURE**

Any delay in or failure to perform any obligations by a Party under these Customer Terms will not constitute a breach of these Customer Terms to the extent caused by acts of any government authorities, acts of God, fire, flood, explosion, riots, war, rebellion, insurrection or other event beyond the reasonable control of that Party (“Force Majeure”).

## **24. TERMINATION**

- These Customer Terms continue until such time as they are terminated in accordance with these Customer Terms.
- You may terminate these Customer Terms at any time by closing Your Account or uninstalling the Application. You can close Your Account at any time by following the instructions on the Application.

## **25. DISCLAIMER OF WARRANTIES AND LIABILITY**

You understand and agree that the Company provides the Healthtym Service on an 'as-is' 'with all faults' and 'as available' basis. You agree that use of the Site or the Healthtym Service is at your risk. All warranties including without limitation, the implied warranties of merchantability, fitness for a particular purpose, for the title and non-infringement are disclaimed and excluded.

No representations, warranties or guarantees whatsoever are made by the Company as to the (a) accuracy, adequacy, reliability, completeness, suitability or applicability of the information to a particular situation; (b) that the service will be uninterrupted, timely, secure, or error-free; (c) the quality of any services, content, information, or other material on the website will meet your expectations or requirements; (d) any errors in the Site will be corrected; (e) warranties against infringement of any third party intellectual property or proprietary rights; or (f) other warranties relating to performance, non-performance, or other acts or omissions of the Company, its officers, directors, employees, affiliates, agents, licensors, or suppliers.

The Company does not warrant that any of the software used and or licensed in connection with the Healthtym Service will be compatible with other third party software or devices nor does it warrant that operation of the Healthtym Service and the associated software will not damage or disrupt other software or hardware.

The Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) shall not be liable, at any time for any, direct, indirect, punitive, incidental, special, consequential, damages arising out of or in any way connected with the use of Site or the Healthtym Service, whether based in contract, tort, strict liability, or other theory, even if the Company have been advised of the possibility of damages.

In the event any exclusion contained herein be held to be invalid for any reason and the Company or any of its affiliate entities, officers, directors or employees become liable for loss or damage, then, any such liability of the Company or any of its affiliate entities, officers, directors or employees shall be limited to not exceeding subscription charges paid by you in the month preceding the date of your claim for the particular subscription in question chosen by you.

## **26. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless, the Company, its affiliates, successors, and assigns, and each of their respective investors, directors, officers, employees, agents, and suppliers (including distributors and content licensors) from and against any losses, claims, damages, liabilities, including legal fees and expenses, arising out of:

any claim due to or arising out of your violation of these Terms, including but not limited to a claim arising out of a breach of your representations or warranties made hereunder;

your use or misuse of or access to the Site or the Healthtym Service;

your violation of any law, regulation or third party right, including without limitation any copyright, property, or privacy right; or

any claim that you have caused damage to a third party.

The Company reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you agree to cooperate with the Company's defense of these claims.

## **27. TERMINATION OF ACCOUNT, SUSPENSION OR DISCONTINUATION OF HEALTHTYM SERVICE**

The Company reserves the right to change, suspend, or discontinue temporarily or permanently, some or all of the Healthtym Service (including the Content and the devices through which the Healthtym Service are accessed), with respect to any or all users, at any time without notice. You acknowledge that the Company may do so in its sole discretion. You also agree that the Company will not be liable to you for any modification, suspension, or discontinuance of the Healthtym Service, although if you are a Healthtym Services paid subscriber and the Company suspends or discontinues the Healthtym Service, the Company may, in its sole discretion, provide you with a credit, refund, discount or other form of consideration (for example, the Company may credit additional days of service to your account). However, if the Company terminates

your account or suspends or discontinues your access to the Healthtym Service due to your violation of these Terms, then you will not be eligible for any such credit, refund, discount or other consideration.

## 28. GENERAL TERMS

### Grievance Redressal

Redressal Mechanism : Any complaints, abuse or concerns with regards to content and or comment or breach of these terms shall be immediately informed to the designated Grievance Officer as mentioned below via in writing or through email signed with the electronic signature to [help@healthtym.com](mailto:help@healthtym.com) Notice of Copyright Infringement:

Our policy is to comply with all Intellectual Property Laws and to act expeditiously upon receiving any notice of claimed infringement. If you believe that any work has been reproduced on this website in a manner that constitutes copyright infringement, please provide a notice of copyright infringement containing all of the following information:

A physical or electronic signature of a person authorized to act on behalf of the copyright owner for the purposes of the complaint.

Identification of the copyrighted work claimed to have been infringed.

Identification of the material on our website that is claimed to be infringing or to be the subject of infringing activity.

The address, telephone number or e-mail address of the complaining party.

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

A statement, under penalty of perjury, that the information in the notice of copyright infringement is accurate, and that the complaining party is authorized to act on behalf of the owner of the right that is allegedly infringed.

None of the provisions of the Terms shall be deemed to constitute a partnership or agency between you and the Company and you shall have no authority to bind the Company in any manner, whatsoever. This agreement is solely for your and the Company's benefit and not for the benefit of any other person, except for permitted successors and assigns under this Agreement.

### Assignment

You may not transfer to anyone else, either temporarily or permanently, any rights to use the Healthtym Service or any part of the Healthtym Service. Any attempt by you to do so is void. The Company may assign, transfer, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity.

### Force Majeure

Neither Party shall have any liability for any interruption or delay, to access the Site due to Force Majeure Event. For the purposes of this clause, 'Force Majeure Event' means any event or circumstance or combination of events and circumstances which is reasonably beyond the control of the party affected thereby and which causes or results in default or delay in performance by such affected party of any of its obligations under this agreement and includes an act of God, war, hostilities, civil commotion, strikes, lockouts and other industrial disputes.

### Applicable Law

These Terms are governed by and construed in accordance with, the laws of India without giving effect to principles of conflict of law. In the event of any dispute or claim by you against the Company, you agree to submit to the exclusive jurisdiction of courts at New Delhi.

#### Limited Time To Bring Your Claim

You and the Company agree that any cause of action arising out of or related to use of the Site or the Healthtym Service must commence within one (1) year after the cause of action accrues otherwise, such cause of action will be permanently barred.

#### Survival

Rights and obligations under the Terms which by their nature should survive will remain in full effect after termination or expiration of the subscription.

#### Non Waiver

Any express waiver or failure to exercise promptly any right under this agreement will not create a continuing waiver or any expectation of non-enforcement.

### **29. PENALTY FOR BREACH OF RULES :-**

The Healthtym may, in making any rule under this Agreement attach to the breach of it, in addition to any other consequences that would ensue from such breach a punishment. Any person contravening any rule under this Agreement , for the contravention , shall be punishable with imprisonment as mentioned below:-

S. No.	RULES	FINE
1.	If the activity area is not clean.	\$ 50
2.	If property is not maintained properly, and equipment are not functional.	\$ 100
3.	If property is under maintenance ,You (partners) are liable to switch off the device or app If not.	\$ 500
4.	If you (facility staff) are caught doing any unethical activity.	\$ 700
5.	If you (Customers) are caught doing any unethical activity.	\$ 700
6.	If you (facility staff) make any unwanted noise.	\$ 100
7.	If you (Customer) make any unwanted noise.	\$ 100
8.	If Damage of Property by Customer.	\$ 1000 + Total cost of Damage property
9.	Customers who act in uncooperative or abusive ways.	\$ 1000 + Block current user id and no refund (with

		immediate effect)
10.	Facility staff who act in uncooperative or abusive ways.	\$ 3000
11.	If facility staff will not entertain user's co partners.	\$ 100
12.	Using and Selling DRUGS in or near by the premises.	\$5000
13.	Using and Selling ALCOHOL in or near the premises.	\$1000
14.	Intake of outside food.	\$10
15.		
16.		

### 30. OUR COMMITMENT TO YOU

- **CONFIDENTIALITY:-**

All information you give us will be kept in confidence. Your personal details and medical information will not be made available to third parties unless permission to do so is granted by you.

- **RECOMMENDATIONS:-**

Using our judgment and experience, We will suggest certain exercises and other lifestyle advice that We believe will help you achieve your personal goals.

#### Disclaimer

**The material and information contained on this app is for general information purposes only. all information in this app is provided “as is” with no guarantee completeness, accuracy timeline or for the result obtained. Companies can make any changes at any point of time with any prior notice.**



