

Privacy Policy

This Privacy Policy was last updated on the 1st January 2018

Ufity SA is a company incorporated in Switzerland (registration number CHE-288.452.431) whose registered office is at Avenue des Pâquis 1, 1110 Morges, Switzerland (hereafter referred to as “Ufity”, “we” or “us” as the context may require). Ufity is committed to protecting your privacy in full compliance with applicable data protection and privacy laws.

This Privacy Policy, together with our Terms of Use, applies to your use of the Ufity mobile application (the “Ufity App”), any website operated by Ufity (including <http://ufity.com>) (the “Ufity Website(s)”) and any services we provide that are accessible via any of them. This Privacy Policy sets out the basis on which any personal data we collect from you, or that you provide to us, will be processed by us. Please read this Privacy Policy carefully to understand our practices regarding your personal data and how we will treat it.

By visiting any Ufity Website(s) or by downloading, installing or using the Ufity App, you accept this Privacy Policy and consent to the processing of your personal data as described herein.

In this Privacy Policy, the terms “data controller”, “personal data” and “process” shall have the meanings given in the Data Protection Law (the “Act”). Ufity is the data controller in respect of personal data processed under this Privacy Policy (our details are provided above.)

INFORMATION WE MAY COLLECT FROM YOU

We may collect and process the following data about you:

Information you give us: You may provide us with information about you in connection with your use of the Ufity App or Ufity Website(s), for example by filling in forms or using functionality on such Ufity App or Ufity Website(s) or by corresponding with us by email or otherwise contacting us.

Such information may include the following:

- the information you provide when you register to use the Ufity App, which requires the submission by you to us of your name, mobile phone number, email address as well as usernames, passwords and the identification credentials that are used to authenticate you, enable you to use the Ufity App and enable us to communicate with you.
- During the account registration process we may provide functionality allowing you to search for friends by using your Facebook credentials and where you elect to do this you will be asked to allow the Ufity App to access certain information associated with your Facebook account such as your name, profile picture, gender, list of friends and other public information. Provided you consent to this, such information will be processed by us in order to identify your Facebook friends that are users of Ufity App and to allow you to invite your Facebook friends to install the Ufity App.
- any data you upload to the Ufity App in relation to your user profile or in connection with any listing on the Ufity Marketplace (as defined in our Terms of Use). This may include biographical information, any photographs that you upload.
- any data you submit to us when you correspond with us or contact us in any manner. The information you provide to us will depend upon the circumstances, but may include your name, address, e-mail address and phone number and technical details of the device that you use to operate the Ufity App.
- other information you provide to us in connection with your use of the Ufity App and Ufity Website(s), such as your consents, preferences and feedback, and technical and bug fixing information.

Information we collect about you and your devices: When you register as a user of the Ufity App, use the Ufity App or visit the Ufity Website(s) we may collect the following information:

- industry-standard log data about the device type, browser and operating system you are using and your IP address at the time of the creation of your user account. We may also collect the IP address associated with your device running the Ufity App each time the Ufity App syncs with our systems.

- technical information, including the type of mobile device you use, software version, details of your browser, unique device identifiers, mobile network information, your mobile operating system, and your time zone setting;
- analytics information relating to your use of the Ufity App and/or Ufity Website(s), including, but not limited to, traffic data, location data, weblogs and other communication data, and the resources that you access.

Information about your location and movement: In order for the Ufity App to function properly it needs to monitor and verify the forms of eligible movement undertaken by users of the Ufity App.

Information we receive from other sources: We may work with third parties from time to time (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies) and may receive information about you from them. This may include your purchase history from business partners who supply you with rewards made available on the Ufity App.

COOKIES AND ANALYTICS

We use cookies to distinguish you from other users of the Ufity App and Ufity Website(s) and obtain certain information about your usage and behaviour. A cookie is a small file of letters and numbers that we put on your computer when you use the Ufity App or Ufity Website(s). This helps us to provide you with a good experience when you use the Ufity App or browse the Ufity Website(s) and also allows us to improve the Ufity App and Ufity Website(s). We will use both persistent cookies, which could remain on your device until their expiration (which, in some cases, is up to 10 years), and session cookies, which are temporary files removed from your device once your browser is closed.

The types of cookies we may use include:

- Analytical/Tracking Cookies: These allow us to recognise and count the number of visitors to and to see how visitors use the Ufity Website(s) and how users operate the Ufity App, as well as to verify transactions initiated on the Ufity App and completed on the Ufity Website(s). This helps us to improve the way our website works, for example by ensuring that users are finding what they are looking for easily.
- Advertising and Retargeting Cookies: These allow us to generate appropriate advertising directed to you on the Ufity Website(s) as well as on the Ufity App and other third party websites.

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis services) may also use cookies, over which we have no control. These cookies are likely to be analytical/performance cookies or targeting cookies. You may block cookies used by websites by activating the setting on your browser that allows you to refuse the setting of all or some cookies. However, if you use your browser settings to block all cookies you may not be able to use all functionality of the Ufity Website(s).

We use a number of industry-standard data analytics tools, such as Google Analytics and Facebook Analytics. These collect certain information about you, such as your device's IP address and browsing and usage behaviour, and are used to allow us to track and monitor the traffic visiting the Ufity App and Ufity Website(s).

USES MADE OF THE INFORMATION DESCRIBED IN THIS POLICY

We may use your personal data to:

- provide you with the Ufity App and identify you as Ufity App user;
- populate your user account in connection with the Ufity App and support the operation of such account;
- verify your physical movement and location and issue Ufitys on the basis of this verified data;
- analyse the usage of, and improve, the Ufity App and the Ufity Website(s);
- communicate with you, including, without limitation, to inform you of updates to the Ufity App, Ufity Website(s), and our Terms of Use and Privacy Policy;
- perform market and customer research;

- market our services to you;
- correct errors and problems with our services (including the Ufity App and Ufity Website(s));
- prevent and investigate any suspected fraud or other criminal activities;
- prepare aggregated data in relation to users of the Ufity App (for example, and without limitation, the amount of steps completed by all users of the Ufity App, or particular user groups);
- create daily leaderboards of users, comprising all users, or users meeting particular criteria, ranked by the number of steps they have completed or other criteria;
- operate the Ufity Marketplace;
- investigate any disputes between users or with you; and
- create aggregated data for commercial purposes, provided that this does not identify you.

Notwithstanding anything to the contrary in this section, we will not use your data related to your levels of physical activity or your health (such as delivered by Apple's HealthKit or Motion & Fitness APIs or Google's GoogleFit APIs) for any purpose other than providing health, motion, and/or fitness services in connection with our application (e.g., not for serving advertising).

DISCLOSURE OF YOUR INFORMATION

Except as described in this Privacy Policy, we will not sell your personal data to any third party without your consent.

We share your personal data with the parties indicated below and for the following reasons:

- Third party service providers. We share your personal data with authorized third parties: (i) to process or manage your personal data for us so that we may provide the Ufity App and Ufity Website(s) (including third parties providing the information technology necessary to operate the Ufity App and Ufity Website(s), such as third party hosting providers) and (ii) to carry out market and customer research.
- Strategic partners. We may make available functionality allowing the Ufity App to interact with third party applications that you use, which may include functionality allowing you to share and sync your personal data with such third party applications. Such sharing and syncing will always be initiated by you. Where you initiate such a process, we will share your personal data with the third party operating the relevant application.
- Ufity Marketplace participants: We may provide users participating in the Ufity Marketplace with aggregated statistics and reports based upon details of the use of the Ufity Marketplace by you and other users. In addition, we or the vendor whose goods you have expressed an interest to purchase might follow-up with you for your feedback on transaction and satisfaction with your desired purchase.
- Lawful requests. We may disclose your personal data if we are under a duty to disclose or share such data in order to comply with any legal or regulatory obligation or request.
- Reorganization and mergers. We may disclose your personal data in the event that we sell or buy any business or assets (in which case we may disclose your personal data to the prospective seller or buyer of such business or assets) or if Ufity or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- Protection of our interests and protection against fraud. We may disclose your data (i) if this is reasonably required to enforce our Terms of Use or any other agreement we have entered into or to investigate potential breaches; or (ii) if this is required to protect the rights, property or safety of Ufity, our customers, or others (including by exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction) and (iii) in accordance with applicable laws, to defend our interests or to prevent and combat fraud.

Certain of your personal data may also be shared with other users of the Ufity App as part of the normal operation of the Ufity App. For example, your profile picture and biographical information that you add is accessible to all users. In addition, the Ufity App may publish your total verified steps (or other movement) during a particular period to other users from time to time. Such details may be displayed in different ways including in rankings of particular user groups.

For the avoidance of doubt, we will not sell or transfer for consideration your data related to your levels of physical activity or your health (such as delivered by Apple's HealthKit, Motion & Fitness APIs or Google's GoogleFit APIs) to a third party without your express consent, and then only for purposes of enabling the third party to provide health, motion, and/or fitness services.

HOW AND WHERE WE STORE YOUR PERSONAL DATA

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. Ufity will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

Our hosting site is located in Switzerland. Our systems are firewall protected. We also use encryption techniques and authentication procedures to maintain the security of your personal data and prevent unauthorized access to your Ufity account and our systems. Authorised Ufity personnel or authorised third parties who are granted access to personal data are required to keep such data confidential. You are responsible for keeping your account login details confidential.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to or from the Ufity App and Ufity Website(s) via the internet.

DATA RETENTION

We will keep your information for a reasonable period of time to allow us to make use of it for the purposes described in this Privacy Policy, or as long as the law requires, and in accordance with our data retention policies.

USE OF AGGREGATED DATA

For benchmarking and comparison purposes, as well for research purposes in the health and wellness field, we may collect and analyse aggregated anonymous user data generated by the Ufity App and your mobile device. Such aggregated data will be anonymous and will not identify you. We may sell or provide this data to third parties or publish it.

YOUR RIGHTS

You have the right to ask us not to process your personal data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by emailing us at hi@ufity.com

If you would like to cancel your Ufity Account, please contact us by using the feedback function or by emailing us at hi@ufity.com and we will take reasonable steps to permanently delete your personal data within a reasonable period and subject to our data retention policies. Your unique, app-generated user ID (against which Ufity's are earned and stored), will be retained and continue to be processed in the event of account cancellation in order to allow the continued operation of the full functionality Ufity App (including transaction histories) for other users.

LINKS

The Ufity App and Ufity Website(s) may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites and any services that may be accessible through them have their own privacy policies and that we do not accept any responsibility or liability for these policies or for any personal data that may be collected through these websites or services, such as location data. Please check these policies before you submit any personal data to these websites or use these services.

ACCESS TO INFORMATION

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of 20 CHF to meet our costs in providing you with details of the information we hold about you.

CHANGES TO PRIVACY POLICY

We reserve the right to change our Privacy Policy from time to time. Any changes we may make to our Privacy Policy in the future will be made available on the Ufity App and Ufity Website(s), and may be emailed to our registered users if we so elect (though we do not undertake to do this in all cases). You should therefore check the Privacy Policy available on the Ufity App and Ufity Website(s) from time to time. In the event of any change, by continuing to use the Ufity App or Ufity Website(s) you agree to the relevant change.

CONTACT

Questions, comments and requests regarding this Privacy Policy are welcomed and should be addressed to hi@ufity.com.

Please use this email address if you wish to opt out from marketing messages issued by us.

Terms&Conditions

Terms of Use. Effective date: 1st January 2018

This Terms of Use were last updated 1st January 2018

These terms of use ("**Terms of Use**") are a legal agreement between you and Ufity SA, a company incorporated in Switzerland registration number CHE-288.452.431) whose registered office is at Avenue des Pâquis 1, 1110 Morges, Switzerland (hereafter referred to as "**Ufity**", "**we**" or "**us**" as the context may require) for the use of the Ufity mobile application ("**Ufity App**") and any website operated by Ufity (the "**Ufity Website(s)**") including, without limitation, <http://ufity.com/>.

These Terms of Use set out important information regarding your rights and obligations in connection with the Ufity App and Ufity Website(s). Please read them carefully. In particular, we draw your attention to the limitations of liability contained in Section 15 and to our Privacy Policy which is referred to in Section 2 below.

By downloading, installing or using the Ufity App or accessing the Ufity Website(s), you agree to these Terms of Use and our Privacy Policy which shall bind you. If you do not agree with these Terms of Use and our Privacy Policy (as defined below), do not download, install or use the Ufity App or Ufity Website(s).

Ufity permits you to use the Ufity App and Ufity Website(s) solely in accordance with these Terms of Use. Ufity retains ownership of the Ufity App and Ufity Website(s) at all times.

These Terms of Use apply to the use of any updates or changes to the Ufity App and Ufity Website(s) that we may issue from time to time.

1. The licences granted to you for the use of the Ufity App and Ufity Website(s)

Ufity grants you a non-exclusive, non-transferable, revocable licence to do the following in accordance with these Terms of Use (the "**Licences**"):

(i) download, install and use the Ufity App, and any updates to it provided by Ufity from time to time, in object code form for your personal use only on a compatible mobile device owned or controlled by you; and

(ii) access and browse the Ufity Website(s) for your personal use only.

Ufity may terminate the Licences granted under these Terms of Use at any time in its absolute discretion with or without notice to you. If you breach any provision of these Terms of Use such Licences shall automatically

terminate. Where any of the Licences are terminated, you agree to immediately cease using and accessing the Ufity Website(s) and Ufity App and to delete any copies of the Ufity App held by you.

2. Your consent to the processing of personal data

By downloading, installing or using the Ufity App or Ufity Website(s) and/or by submitting personal data to Ufity, you agree to the collection and processing of your personal data in the manner provided for in our privacy policy (the “**Privacy Policy**”). Our Privacy Policy explains how we process the personal data we collect in connection with your use of the Ufity App and Ufity Website(s).

4. Rights to the Ufity App, Ufity Website(s) and their content

All intellectual property rights and other rights in or to the Ufity App and Ufity Website(s), and any content of either, made available by or on behalf of Ufity and its licensors, belong to and remain at all times with Ufity and its licensors. Save as expressly set out in these Terms of Use, you shall not obtain (i) any rights in or to our intellectual property rights or those of our affiliates, or (ii) any intellectual property rights and other rights in or to the Ufity App or Ufity Website(s) or any contents of either. “Ufity” is the trading name of Ufity and we hold registered and unregistered trade mark rights in respect of this name.

The Ufity App and Ufity Website(s) are licensed and not sold under these Terms of Use. The only rights granted to you in relation to the Ufity App and Ufity Websites(s) under these Terms of Use are the Licenses described in Section 1 of these Terms of Use and no transfer of ownership or right to access or use any source code related to the Ufity App or Ufity Website(s) is granted by us.

Where you submit any content whatsoever (“**Content**”) to the Ufity App or Ufity Website(s), including without limitation any image, text, or data, you retain all intellectual property rights that you hold in such Content. You grant to us a non-exclusive, worldwide, royalty-free, transferable, sub-licensable licence to use, reproduce, publish, distribute, perform, adapt, amend, enhance and communicate such Content from time to time for any purpose relating to the Ufity App, Ufity Website(s) and our business from time to time, in accordance with our Privacy Policy.

We welcome any feedback or suggestions for improvements relating to the Ufity App, Ufity Website(s) and/or any related products and services offered by us from time to time (“**Feedback**”). Where you provide Feedback to us you agree that we and our affiliates shall have a royalty free right to use such Feedback for such purposes as we see fit from time to time, including, without limitation, to create new, or enhance existing products or services offered by us, and for consumer communication or product promotion, and we shall not be required to compensate you financially for any such Feedback provided, regardless of how we or our affiliates use this.

Save as expressly permitted by us in these Terms of Use, you must not use the content on the Ufity App or Ufity Website(s) (other than content that is submitted by you to the Ufity App) for any commercial purpose without obtaining written permission from us to do so first.

5. Use of the Ufity App

In order to use the Ufity App, you must create a user account (a **“Ufity Account”**). You are responsible for all uses of your Ufity Account whether by you or a third party. You should ensure that you use your personal mobile number for verification of your account and a strong password (if applicable) for your Ufity Account and that the details of your password are kept confidential and secure at all times. To the maximum extent permitted by applicable law, we shall not be liable to you for any unauthorised use of your Ufity Account resulting from your failure to maintain restricted access to your mobile device or your mobile SIM card, the confidentiality or security of your user details or failure to use a strong password. Access to your account can become restricted or outright impossible in case of a loss of your control over the mobile number to which your account is registered.

Your Ufity Account logs details of all Ufitys generated by you and any transfers of Ufitys to or from your Ufity Account. Please review your Ufity Account regularly. If you identify any erroneous transaction or unexpected activity on your Ufity Account, or you believe that the security of your Ufity Account has been compromised, you must let us know as soon as possible.

Different membership levels may apply to the Ufity Accounts of different users and, depending on the membership level you hold, your entitlement to access functionality of the Ufity App or generate Ufitys may vary.

The Ufity App stops generating Ufitys on your mobile device if you do not open the Ufity App for 30 days. Generation of Ufitys restarts once you next open the app.

6. Fityts

“Fityts” are units of exchange that users of the Ufity App may generate through verified physical movement (e.g. steps). Fityts may be used to redeem products, services and other benefits via the Ufity App, to the extent that such products, services and other benefits are offered by users. You acknowledge and agree that Fityts may not be redeemed for cash from Fityts or any of its affiliates, unless we expressly agree otherwise with you in writing.

All Fityts are generated by the verified physical movement of users of the Ufity App. Ufity will never be generated by any other means. We reserve the right to destroy Fityts that we have reason to believe have been created by any other means and to suspend or disable Fityts Accounts used in contravention of these Terms of Use.

We reserve the right and retain the absolute discretion to determine, and alter from time to time, the eligible forms of movement, movement verification algorithms and amounts of verified movement that must be undertaken by users in order to generate Fityts using the Ufity App (for example, and without limitation, we may alter from time to time the verification algorithm or the number of verified steps required to generate a Ufity). Details of eligibility criteria and the volumes of verified movement required to generate Fityts from time to time are provided within the FAQ section of the Ufity App. Movement verification conducted by our algorithms is considered final and can not be revised or reversed.

We may cap the maximum amount of Fityts that users of the Ufity App may generate each day using the Ufity App. The applicable cap may vary depending upon the membership level of the relevant user or other criteria that we chose to apply and we may alter such caps from time to time.

We may from time to time impose Fityts -denominated charges for the use of the Ufity App or to enable specific functionality of the Ufity App. Where we do this we will be entitled to deduct the applicable number of Fityts from your Fityts Account required to meet the applicable Fityts -denominated charges and we may retain and use the Fityts that we deduct for our own benefit. We will always be transparent about any applicable Ufity-denominated charges and details of any such charges are provided within the FAQ section of the Ufity App.

To illustrate, and without limiting our rights under the preceding paragraph, we may elect to impose a Fity -denominated commission charge on the generation of Fity -denominated charges in relation to certain membership level categories. Details of any applicable rate of commission on Fity -denominated charges applicable to the different membership levels are provided in the FAQ section of the Ufity App.

We reserve the right to impose charges in relation to the use of Ufity App in fiat currency from time to time, which may be applicable to all or specific categories of users or to the use of specific functionality or services accessed via the Ufity App. The currency and amount of any such charges may be determined by us in our absolute discretion.

The Ufity App allows you to send Fity -denominated charges to third party users of the Ufity App. Please ensure that you have verified the identity of the recipient of the relevant Ufity -denominated charges before sending them. We may make available functionality enabling the donation of Fity -denominated charges to charity.

7. Acceptable Use

You agree that you shall not:

- (a) seek to generate Fity -denominated charges by any means other than your genuine physical movement meeting the eligibility criteria specified by Ufity from time to time and, in particular and without limitation, you shall not (i) simulate any such verified movement using artificial and/or mechanical means, (ii) enlist third parties to generate Fity -denominated charges on your behalf (for the avoidance of doubt, however, you may receive transfers of Fity -denominated charges from third parties using the functionality available within the Ufity App);
- (b) copy, adapt, transmit, reverse engineer, decompile, disassemble, modify, sell the Ufity App or Ufity Website(s) or any content accessible on either, save as otherwise expressly permitted by these Terms of Use or applicable law;
- (c) operate more than one Fity -denominated charge Account;
- (d) use the Ufity App or Ufity Website(s) in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Ufity App or Ufity Website(s);
- (e) reproduce, frame, display or mirror the Ufity App or Ufity Website(s) other than as a necessary consequence of their normal operation by you;
- (f) infringe our intellectual property rights or those of any third party in relation to your use of the Ufity App or Ufity Website(s);

(g) transmit any material that is defamatory, explicit, offensive or otherwise objectionable on the Ufity App or Ufity Website(s);

(h) use the Ufity App or Ufity Website(s) in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

(i) employ any technology that interferes in any way with the proper operation of the Ufity App or Ufity Website(s), including by blocking any advertising or promotions displayed thereon; or

(j) collect or harvest any information or data from the Ufity App or Ufity Website(s) for any commercial purpose, save as otherwise agreed in writing by us.

If we discover any breach of this Section 7 by you, we may immediately suspend or terminate your access to the Ufity App and remove and delete any content from Ufity App or Ufity Website(s) violating this Section 7.

8. Changes and updates to the Ufity App and Ufity Website(s)

Ufity reserves the right at any time, without liability of any kind, in its absolute discretion (i) to change, suspend, restrict or disable your access to the Ufity App and/or Ufity Website(s), and/or (ii) alter the functionality or contents of the Ufity App and/or Ufity Website(s) with or without notice to you.

We may issue updates to the Ufity App from time to time. Depending upon the nature of the update, you may not be able to continue to use the Ufity App until you have downloaded the latest version of the Ufity App.

9. Contacting us

In relation to any matters concerning the Ufity App and Ufity Website(s), including any feedback, questions, complaints or claims, please contact us by email to hi@ufity.com

Ufity welcomes any feedback you may have on the Ufity App.

10. No warranty

The Ufity App and Ufity Website(s) are provided “as is” and “as available” without any representation, warranty or undertaking of any kind as to the availability, performance, accuracy, or completeness of the Ufity App, Ufity Website(s) or the contents of any of them. Ufity does not warrant or undertake that use and availability of the Ufity App and Ufity Website(s) will be uninterrupted or error-free.

TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE IN RELATION TO THE UFITY

APP OR UFITY WEBSITE(S). IF THIS EXCLUSION DOES NOT APPLY UNDER APPLICABLE LAW THE LIABILITY OF UFITY IN RELATION TO ANY SUCH WARRANTY SHALL IN SUCH CASE BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

11. Third Party Content

For your convenience Ufity may include in the Ufity App or Ufity Website(s) links to other sites on the internet that are owned or operated by third parties ("**Third Party Websites**"). You also agree that Ufity has no control over the content of Third Party Websites and does not have any responsibility for any material available on such Third-Party Websites nor for any use of or reliance on the contents of such Third Party Websites by you.

The Ufity App and Ufity Website(s) may include content submitted by other users of the Ufity App and Ufity Website(s) ("**Third Party Content**"). You acknowledge that any use of or reliance on such content by you is entirely at your own risk and we are not responsible for such Third Party Content.

The fact that we may link to a Third Party Website, or display Third Party Content, does not imply that we endorse the site or the products or services on such Third Party Website or that we have reviewed, approved, or verified the Third Party Content.

12. No Medical Advice

The Ufity App allows you to track and verify your physical movement, generate Ufitys and use Ufitys to redeem goods, services and other benefits. THE SERVICES WE PROVIDE DO NOT CONTAIN OR CONSTITUTE, AND SHOULD NOT BE INTERPRETED AS, ANY FORM OF MEDICAL ADVICE OR OPINION. We are not licensed medical professionals, and we are not in the business of providing medical advice. You should always consult a qualified and licensed medical professional prior to beginning or modifying any diet or exercise program. The Ufity App is not a tool for the diagnosis or prevention of disease. We do not endorse any third party products or services listed on the Ufity Marketplace and, where these relate to your health, you should always take appropriate medical advice before using them. YOUR USE OF THE UFITY MOBILE APP DOES NOT CREATE A DOCTOR-PATIENT RELATIONSHIP BETWEEN YOU AND UFITY.

13. Changes and updates to the Terms of Use

We may change or update these Terms of Use and/or our Privacy Policy from time to time. If we decide to do this we will post such changes or updates on our website <http://ufity.com> and on the Ufity App, so that you are always aware of the terms and conditions for the use of the Ufity App and Ufity Website(s). If we make a significant change to these Terms of Use and our Privacy Policy, we may elect to inform registered users by email, however we do not undertake to do so. Therefore you undertake to review these Terms of Use and our Privacy Policy on the Ufity App or Ufity Website(s) from time to time to keep informed of any such updates and changes. Upon any such change or update to the Terms of Use or our Privacy Policy, by continuing to use the Ufity App or any Ufity Website(s) you agree to be bound by such change or update.

From time to time we may make available additional terms or guidance in relation to the usage of Ufity App or Ufity Website(s), and where we do this, you agree to comply with such additional terms or guidance that we make available by continuing to use the Ufity App or any Ufity Website(s).

14. Ufity Marketplace

The Ufity App enables users to offer goods, services and other benefits to other users that may be redeemed in exchange for Fityts (such functionality being the “**Ufity Marketplace**”).

Where you use the Ufity Marketplace to offer or redeem goods, services or other benefits in exchange for Fityts, any such transaction is entered into directly between you and the legal person making available the relevant goods, services or other benefits to you or redeeming such goods, services or other benefits from you, as applicable. Without limiting the effect of these Terms of Use in any way, transactions taking place on the Ufity Marketplace are subject to the legal terms of the party offering the relevant goods, services or other benefits on the Ufity Marketplace (including as stated in the actual listing), and we and our affiliates are not party to any such transactions save to the extent that we engage in transactions ourselves directly on the Ufity Marketplace.

To the extent that Ufity agrees to administer on your behalf via Ufity’s own account any offer of goods or services or other benefits in exchange for Fityts on the Ufity Marketplace, Ufity shall be entitled to retain up to 100% of the Fityts received for its own benefit in its absolute discretion.

You agree that Ufity has no responsibility for any goods, services or other benefits offered by you or by any third party on the Ufity Marketplace. You agree that we have no control over and do not guarantee the quality, safety or legality of any goods, services or other benefits offered by users, the truth or accuracy of their offers, the ability of users to provide any goods, services or other benefits offered, or that a user will actually complete or perform a transaction. Save as otherwise expressly agreed with you, we and our affiliates do not act as agent, contractor, partner or any form of representative of you or any other user of the Ufity Marketplace. Our operation of the Ufity Marketplace should not be taken as an endorsement (express or implied) of any goods, services or other benefits offered on it, nor of any user.

Ufity is entitled to alter the selection of goods services and other benefits on offer, and the number of Fityts required to redeem any such goods, services or other benefits offered, on the Ufity Marketplace, as well as to limit the number of possible redemptions of any good, service or other benefit by any user or group of users in its absolute discretion. Where we wish to do this, we will notify you first and give you the opportunity to de-list the relevant goods, services or other benefits, if you do not agree with the revised number of Fityts required.

You represent and warrant to us that any goods, services or other benefits that you offer on the Ufity Marketplace will: (i) conform to the description you provide for them, (ii) comply with all applicable laws and regulations, (iii) be of satisfactory quality, (iv) conform to our acceptable use requirements (stated in Section 7 above), and (v) be delivered in full once a user redeems the relevant goods services or other benefits using the requisite number of Fityts in accordance with your stated terms and conditions.

You agree that we may remove any listing or offer on the Ufity Marketplace at any time in our absolute discretion. All goods, services or other benefits listed on the Ufity Marketplace are offered subject to their availability (which may be limited where stated on the listing) and the applicable terms and conditions of the user listing the relevant offer, and may be withdrawn at any time before they are duly redeemed. Particular goods, services or benefits may be offered via the Ufity marketplace only to specific categories of user or to individually selected users, where we agree in writing or make available the necessary functionality to facilitate this.

You agree that disputes in relation to any goods, services or other benefit redeemed via the Ufity Marketplace shall be resolved in accordance with the terms and conditions applicable to the relevant transaction between the parties to such transaction. While we may elect to help facilitate the resolution of such disputes through programmes that we develop, to the maximum extent permitted by applicable law we accept no liability in connection with any transaction that we have not directly participated in.

We welcome feedback on Ufity Marketplace participants. In the event that we determine in our absolute discretion that any fraud has occurred or any user has breached these Terms of Use or refused or failed to honour an offer of goods, services or any other benefit it has listed on the Ufity marketplace that has been duly redeemed by another user using the requisite number of Fityts and in accordance with any applicable terms and conditions, we reserve the right in our absolute discretion to (i) reallocate Fityts between users to reimburse any aggrieved user where we deem this appropriate, and (ii) suspend or terminate the use of the Ufity App by any user(s).

You agree that we and our affiliates have no responsibility to facilitate or offer returns, exchanges or refunds in connection with transactions on the Ufity Marketplace that we have not participated in.

We make no representation, warranty or undertaking that the offer, sale, purchase, export, import or use of any goods, services or other benefits offered on the Ufity marketplace is valid and legal under the laws that apply to you. You accept sole responsibility to ensure the legality of any offer, sale, purchase, export, import or use of any goods, services or other benefits that you list or redeem using the Ufity Marketplace.

As a form of marketplace curation Ufity may offer an option for the users to report an offer via Ufity app functionality and reserves a right after a review to delist the offer from the Ufity Marketplace.

15. Limitation of liability

You acknowledge that the Ufity App has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Ufity App meet your requirements. To the maximum extent permitted under applicable law we have no liability whether in contract, tort (including negligence) or otherwise for any (i) loss of profit, loss of business, business interruption, or loss of business opportunity, arising out of or in connection with the Ufity App, Ufity Website(s) and/or this Agreement, or (ii) loss, damage or other liability arising out of the unavailability or malfunctioning of, or other deprivation of access to, the Ufity App or Ufity Website(s) or any inaccurate or incomplete content on either, or (iii) any loss, damage or other liability arising as a result of any reallocation of Fityts by us.

We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms of Use or our negligence up to the maximum aggregate limit specified in the following paragraph.

16. Apple's requirements

As users of the App Store operated by Apple Inc, we are required to include certain legal terms in our Terms of Use, and these are set out in Attachment 1 to these Terms of Use.

17. General

We may assign or transfer our rights and obligations under these Terms of Use to a third party. You are not entitled to assign or otherwise transfer these Terms of Use without our prior written consent. Any attempt to do so without our consent will be void.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms of Use that is caused by any act or event beyond our reasonable control

If we fail to insist that you perform any of your obligations under these Terms of Use, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will

not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

Each of the provisions of these Terms of Use operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

These Terms of Use and their subject matter and formation, are governed by Swiss law. You and we both agree that the courts of Switzerland will have non-exclusive jurisdiction to resolve any disputes under or in connection with these Terms of Use.

Attachment 1

App Store Terms

1. The Terms of Use are concluded between you and Ufity, and not with Apple Inc ("**Apple**"). The Ufity App and its contents are the responsibility of us, our licensors and users of the Ufity App (to the extent that such users create, submit or distribute any content via the Ufity App) and not Apple.
2. The licence to use the Ufity App granted under these Terms of Use is a nontransferable license for you to use the Ufity App on an Applebranded product that you own or control in accordance with the usage rules set forth in the Apple App Store Terms of Service, except that the Ufity App may be accessed, acquired, and used by other accounts associated with you via any family sharing or volume purchasing arrangements with Apple.
3. You and we acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Ufity App. We do not offer maintenance or support services in connection with the Ufity App.
4. Apple will have no warranty obligation whatsoever with respect to the Ufity App, and any claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Ufity App to conform to any applicable warranty set out in these Terms of Use will be solely our responsibility.
5. We, not Apple, are responsible for addressing any claims by you or any third party relating to the Ufity App or your possession and/or use of the Ufity App, including, but not limited to: (i) product liability claims; (ii) any claim that the Ufity App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
6. In the event of any third party claim that the Ufity App or your possession or use of the Ufity App infringes that third party's intellectual property rights, Ufity and not Apple will be responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. You must comply with any third party terms that are applicable to the use of the Ufity App from time to time.

9. Apple and Apple’s subsidiaries are third party beneficiaries of the Terms of Use, and upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.