

# Your Privacy

Since the app relies on your location data we take your privacy very seriously. We do not collect your personal data or share any data with advertisers or third parties.

## EULA and Terms of Service

End User License Agreement ("EULA")

Entered into by and between  
M/s Fusion Engineering ("Fusion Engineering") a Proprietorship Firm, through its Proprietor, Mr. Rohan Merchant, having its office at 4th Floor Krupanidhi, 9 Walchand Hirachand, Ballard Estate, Mumbai 400001, India.

AND

Yourself ("You") the end user ("User") using any or all of the services offered by "Fusion Engineering".

YOU MUST AGREE TO THE TERMS OF THIS END USER LICENSE AGREEMENT IN ORDER TO INSTALL AND USE OUR SOFTWARE AND SERVICES. BY YOUR CONDUCT AND CONTINUOUS USE OF ANY OR ALL OF THE SERVICES PROVIDED BY FUSION ENGINEERING, YOU AGREE TO BE BOUND TO THE TERMS OF THIS AGREEMENT. YOU MAY NOT USE OUR SOFTWARE OR SERVICES IN ANY WAY UNLESS YOU HAVE ACCEPTED THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THIS EULA, YOU MUST NOT USE OUR SERVICES, AND YOU MUST CEASE TO USE FUSION ENGINEERING'S SERVICES AND UNINSTALL FUSION ENGINEERING'S APP(S).

### DEFINITIONS

1. "App", "App(s)", "Apps", "Software" shall mean, as the context so demands, the "Visits Journal" or "Visits" App that is developed by Fusion Engineering and available for download on the App Store.
2. "App Store" shall mean, as the context so demands, the "App Store" developed, owned and operated by Apple Inc. for its iOS software environment, and shall also include any and all third party app stores that may list the App(s).
3. "Relevant Jurisdiction" shall mean a jurisdiction such that covers the laws of India, United States or other countries including the country in which the User is

resident or from which you the User accessed the App(s) and/or uses the Services.

4. "Fusion Engineering" shall mean M/s Fusion Engineering, a Proprietorship Firm, through its Proprietor, Mr. Rohan J. Merchant, having its office at 4th Floor Krupanidhi, 9 Walchand Hirachand, Ballard Estate, Mumbai 400001, India and its affiliates and/ or subsidiaries.
5. "Fusion Engineering's Intellectual Property" shall include all such intellectual property as is referred to in Clauses 4.1, 4.2 and 4.3.
6. "Services", as the context so demands shall mean, with reference to the "Visits" App, the ability to count repetitive motions made by the device on which the App has been installed, being used by the "User";
7. "User Content" shall mean any content that is created by the User by using the App(s), including for example, count of repetitive actions or score of repetitive motions, as well as the contact information contained in the User's contact list, and shall include any information attributable to the User and/or not attributable to Fusion Engineering.
8. "User Device" shall mean any electronic device that a User uses to access Fusion Engineering's App(s) and Services, such as a wearable computer, smartphone, tablet computer etc.
9. "We", "Us", "Our" wherever the context so requires shall mean Fusion Engineering.
10. "Website" shall mean the Visits App Website at <https://visits.app> and any other URL owned or operated by Fusion Engineering.
11. "You", "Your", "User" shall mean, as the context so demands, any natural or legal person who has agreed to use Fusion Engineering's Services and/ or App(s).

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Fusion Engineering grants to You a personal, non-exclusive, non-transferrable, revocable, limited license, in software form only, to install and use the App(s) software on your User Device, and to access the Service via the App(s) on such Device. You further acknowledge and agree that Fusion Engineering may make available additional software downloads, and that you may only use such additional software downloads with the App(s) provided hereunder, and that your use of such additional software downloads is subject to the terms and conditions of this EULA as well. You are responsible for any fees you incur and are charged by a third party (e.g. Apple Inc.), which may change from time to time, in connection with your download and use of the App(s) and Services. Fusion Engineering has no obligation to refund any payments made to such third party for your use of the App(s) or Services as set

out in this Agreement. You further acknowledge and agree that the App(s) and the Services will use your cellular or wireless network to send and receive data, and that your mobile operator and other third parties may bill you the Software and Service airtime, data and/or usage fees.

Your use of the App(s) and/or Services are strictly subject to your express undertaking that:

1. You are an individual of legal age to form a binding contract with Fusion Engineering and are not barred from receiving the Services as per the law of the Relevant Jurisdiction; or
2. If you are a minor in the Relevant Jurisdiction, and if you wish to use our Apps, you may only do so under the constant supervision of your parent(s) or legal guardian(s), who in turn fully consent to the use of the terms and conditions of this EULA, and who in turn is not barred from receiving the Services as per the law of the Relevant Jurisdiction.
3. Subject to the terms and conditions of this Agreement, Fusion Engineering may offer to provide the Services, which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Fusion Engineering performs for you, as well as the offering of any content on the App. Fusion Engineering may change, suspend or discontinue the Services at any time, including the availability of any feature, tool, database, or content. Fusion Engineering may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.
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5. In the event Fusion Engineering modifies the EULA in any manner whatsoever, your continued use of the App following such change to the EULA constitutes your acceptance of the terms and conditions of the EULA as modified.
6. To fully understand our practices regarding your privacy, please review our Privacy Policy available in the app and on our website which govern your use of our Services. By using our App, you hereby consent, express and agree that you have read and fully understood the Privacy Policy. You further consent that the

terms and contents of such Privacy Policy are acceptable to you.

IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS OF THE PRIVACY POLICY, YOU DO NOT HAVE ANY RIGHT TO USE OUR SERVICES, AND YOU MUST CEASE TO USE FUSION ENGINEERING'S SERVICES AND UNINSTALL FUSION ENGINEERING'S APP(S).

7. By mere use of the App, you expressly consent to our use and disclosure of your personal information in accordance with this EULA and the Privacy Policy.
8. You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access the App or otherwise use the Services, including, without limitation, internet connectivity, 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 Services.
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13. As a condition to using Services, you may be required to register with Fusion Engineering and select a username and password. You shall provide Fusion Engineering with accurate, complete, and updated registration information, including your e-mail address. Failure to do so shall constitute a breach of this Agreement, which may result in immediate termination of your account. You may not (a) select or use as a username the name of another person with the intent to impersonate that person; or (b) use as a username the name subject to any rights of a person other than you without appropriate authorisation. You shall be responsible for maintaining the confidentiality of your Fusion Engineering password. You are solely responsible for any use of or action taken under your password and accept full responsibility for all activity conducted through your account and agree to and hereby release the App and Fusion Engineering from any and all liability concerning such activity. You agree to notify Fusion Engineering immediately of any actual or suspected loss, theft, or unauthorised use of your account, password and/or User Device. The App has reasonable security precautions when connected to the Internet, telephone or other means to transport data or other communications, but Fusion Engineering expressly disclaims any and all liability for the accessing of any such data communications by unauthorised persons or entities. Fusion Engineering cannot and will not be liable for any loss or damage arising from your failure to comply with this clause.
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15. You agree that if you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, or not in accordance with the this EULA, we shall have the right to indefinitely suspend or terminate or block access to you from our App(s) and refuse to provide you with access to the App(s) or any Services thereunder.

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1. You represent, warrant and undertake to ensure that your usage of our App(s) shall in no manner be unlawful or constitute the violation of law or commission of a criminal offence in the Relevant Jurisdiction. You are responsible for all your activity in connection with the Services and accessing the App. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your right to the Services or to access the App.
2. Without any prejudice to the generality of Clause 5.1, you further undertake and confirm that your use of our Services is and will be in compliance with the Information Technology Act, 2000, the various rules and regulations therein under and all other related laws for the time being in force. You specifically represent, warrant and undertake to ensure that you will not use our App(s) to host, display, upload, modify, publish, transmit, update or share any information that:
  - 2.1.belongs to another person and to which you do not have any right to;
  - 2.2.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;
  - 2.3.harm minors in any way;
  - 2.4.infringes any patent, trademark, copyright or other proprietary rights;
  - 2.5.violates any law for the time being in force;
  - 2.6.deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;
  - 2.7.impersonates another person;
  - 2.8.contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
  - 2.9.threatens the unity, integrity, defence, security or sovereignty of any country, 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.

and to this extent you specifically and wholly indemnify Fusion Engineering for any and all charges, costs, legal fees, penalties and other expenses of like nature that Fusion Engineering may incur due to your failure to comply with the applicable law.

3. Moreover, you represent, warrant and undertake to fully comply with all the terms and conditions, rules and regulations associated with the App Store relevant to your usage of our App(s), and that you shall not do any act that may prejudicially affect Fusion Engineering's standing or listing with the App Store.

## **TERMINATION**

1. Fusion Engineering may terminate or suspend any and all Services and access to the App(s) immediately, without prior notice or liability, if you breach any of the terms or conditions of this Agreement. Upon termination of your account, your right to use the Services, and access to the App and any content will immediately cease.
2. The User may terminate its limited license to use the App(s) by uninstalling the App(s) from the User Device. If the Services offered by Fusion Engineering is not as described, or you are not satisfied for any reason whatsoever, then the sole remedy is for you to uninstall our App(s) and cease to use our Services.
3. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, and limitations of liability.
4. Termination of your access to and use of the App and the Services shall not relieve you of any obligations arising or accruing prior to such termination or limit any liability which you otherwise may have to Fusion Engineering or the App, including without limitation any indemnification obligations contained herein.

## **MISCELLANEOUS**

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- Account will be charged for renewal within 24-hours prior to the end of the current period, and identify the cost of the renewal.
- Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.
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- You can cancel a free trial or subscription anytime by turning off auto-renewal through your iTunes account settings. This must be done 24 hours before the end of a free trial or subscription period to avoid being charged. The cancellation will take effect the day after the last day of the current subscription period.

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**Relationship.** By virtue of acceptance of this EULA, the User is only being granted a limited and revocable license by Fusion Engineering to use its App(s). No agency, partnership, joint venture, or employment is created as a result of this EULA and you do not have any authority of any kind to bind Fusion Engineering in any respect whatsoever.

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Grievance Officer: Mr. Rohan J. Merchant

Email Address: [feedback@visits.app](mailto:feedback@visits.app)

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