

SUBSCRIPTION TERMS AND CONDITIONS

Last Updated: 14th April 2024

1 INTRODUCTION

These Subscription Terms and Conditions ("Agreement") are an integral component of our Terms and is specifically applicable to the subscription of products and services provided by ThinkFit ("we," "us," or "our"). By engaging with and utilizing our products and services, you ("you," or "your") inherently acknowledge and consent to adhere to the terms delineated within this Agreement. Prior to initiating any transactions, we strongly urge you to review and agree to the terms set forth in this Agreement. In the event of any disparities between the provisions outlined in this Agreement and the Terms and Conditions, the terms specified within this Agreement shall supersede. It is important to understand that this Agreement distinctly establishes the terms and conditions governing your subscription to our Platform. We encourage you to thoroughly peruse and comprehend this Agreement prior to subscribing to any of our subscription services.

2 SUBSCRIPTION TERMS

We provide different subscription tiers for our Platform, each providing different access levels to the Platform's features. Access to the features of the Platform may vary depending on the subscription plan you opt for. The features, duration, and pricing of each subscription tier shall be as specified on the Platform from time to time and notified by us in writing.

2.1 Change in Rates:

We retain the right to modify subscription rates at any time. Changes to subscription rates will be communicated through notifications on the Platform and through emails. Increases in subscription rates will apply to existing accounts upon their renewal. It's important to note that reductions in the subscription rate may not necessarily reflect in your renewal

subscription rate. Should you be subscribing at specially discounted promotional rates, you might be subject to varying rate increases.

3 EXTERNAL SERVICE PURCHASE AND SUBSCRIPTIONS

When making a purchase on ThinkFit, you may have the option to pay through an External Service, such as with your Apple ID or Google account (“your External Service Account”), and your External Service Account will be charged for the purchase in accordance with the terms disclosed to you at the time of purchase and the general terms applicable to your External Service Account. Some External services may charge you sales tax, which may change from time to time.

If your External Service Purchase includes an automatically renewing subscription, your External Service Account will continue to be periodically charged for the subscription until you cancel. After your initial subscription commitment period, and again after any subsequent subscription period, the subscription will automatically continue for the price and time period you agreed to when subscribing.

To cancel a subscription: If you do not want your subscription to renew automatically, or if you want to change or terminate your subscription, you must log in to your External Service Account and follow instructions to manage or cancel your subscription, even if you have otherwise deleted your account with us or if you have deleted ThinkFit from your device.

For example, if you subscribed using your Apple ID, cancellation is handled by Apple, not us. To cancel a purchase made with your Apple ID, go to Settings > iTunes & App Stores > [click on your Apple ID] > View Apple ID > Subscriptions, then find your subscription and follow the instructions to cancel. You can also request assistance at <https://getsupport.apple.com/>.

Similarly, if you subscribed to Google Play, cancellation is handled by Google. To cancel a purchase made through Google Play, launch the Google Play app on your mobile device and go to Menu > My Apps > Subscriptions, then find your subscription and follow the instructions to cancel. You can

also request assistance at <https://play.google.com/>. If you cancel a subscription, you may continue to use the canceled service until the end of your then-current subscription term. The subscription will not be renewed when your then-current term expires.

If you initiate a chargeback or otherwise reverse a payment made with your External Service Account, we may terminate your account immediately at our sole discretion, on the basis that you have determined that you do not want our subscription. In the event that your chargeback or other payment reversal is overturned, please contact us using the information at the end of this page. We will retain all funds charged to your External Service Account until you cancel your subscription through your External Service Account.

4 APPLE AND ANDROID DEVICES

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play (each an "App Distributor") to access our mobile application:

4.1 License for the mobile application:

The license granted to you for our mobile application is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service.

4.2 Maintenance and Support:

We are responsible for providing any maintenance and support services with respect to the Platform as specified in the terms and conditions of this Platform license contained in these Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Platform.

4.3 Warranty:

In the event of any failure of the Platform to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor may refund the purchase price, if any, paid for the mobile application, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation with respect to the Platform.

4.4 Location and Restrictions: You represent and warrant that:

4.4.1 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

4.4.2 You are not listed on any U.S. government list of prohibited or restricted parties.

4.5 Compliance with Third-Party Agreements:

You must comply with applicable third-party terms of agreement when using the Platform, e.g. if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Platform.

4.6 App Distributors as Beneficiaries:

You acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this Platform license contained in these Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this Platform license contained in these Terms against you as a third-party beneficiary thereof.

5 CANCELLATIONS

To prevent billing of subscription fees for the renewal term to your credit card, you must cancel your subscription before it renews through your External Service Account. In the event of your subscription cancellation,

subscription fees are non-refundable, non-transferable, and non-convertible to cash or other forms of credit, unless required by law.

6 TERMINATION OF SUBSCRIPTION AND FREE TRIAL

Either party retains the right to terminate your subscription at any time by providing notice to the other. Termination of your subscription or free trial leads to the automatic cessation of your license to use the subscription services, along with any Platform Content (Refer to [Terms and Conditions](#)) or other contained materials. In the event your subscription is terminated by us due to no fault of yours, we may upon request, refund applicable amounts post refund amount calculation by us.

6.1 Subscription Termination:

The prerogative to terminate your subscription rests with you, should you opt to cancel it. Similarly, ThinkFit reserves the prerogative to terminate your subscription should a violation of the rules be identified. We will not refund any amount in case we cancel your subscription due to your violation of our Terms.

7 BILLING

5.1 Payment Methods:

We facilitate a range of payment methods for your convenience, encompassing credit cards, PayPal, Apple Pay, Google Play balance, and more. All accepted payment methods shall be displayed on the Platform during checkout.

5.2 Authorization:

By agreeing to this Agreement, you authorize us and the appropriate App Distributors to charge your payment method provided by you for all subscription fees or other amounts payable to ThinkFit. With respect to these charges, you provide the authorization for automatic payment method (such as credit or charge card) billing by ThinkFit. You acknowledge that the charges will be billed to the payment method you provided to us.

You also acknowledge that ThinkFit will not be held responsible for any expenses incurred due to exceeding your credit limit as a result of an automatic charge executed under these Terms. Notwithstanding anything contained herein, the terms of the App Distributor shall prevail over this Agreement.

8 SUBSCRIPTION CHANGES

If you wish to change your subscription plan, please follow the steps below:

Access Your Subscription: To change your subscription plan, you need to access your subscription details, which are available through the iPhone App Store or Google Play Store.

Review Subscription Plan: Within your respective app store, locate and select "Manage Subscriptions" or a similar option to review your current subscription plan.

Change Subscription: Select the subscription plan you wish to switch to from the available options. Follow any on-screen prompts to confirm your selection.

Payment Details: If necessary, you can update your payment method or enter the required payment information for the new subscription plan directly through the App Store or Google Play Store.

Confirmation: After successfully changing your subscription plan, you will receive a confirmation from the respective app store, including details of any changes in billing.

Please note that subscription plan availability may vary depending on your location and the App Distributor's terms and conditions. Be sure to review the new subscription plan's terms and pricing before confirming the change. If you encounter any issues or have questions about changing your subscription plan, you can reach out to the App Distributor's customer support for assistance.

9 ACCOUNT INFORMATION

To access the subscription services, you are required to provide current, complete, and accurate information for your ThinkFit account. You are obligated to promptly update this information to ensure its accuracy and completeness (including changes to the billing address, payment method, or expiration date). In instances such as the cancellation of your payment method such as credit or charge card (e.g., due to loss or theft) your subscription will not be renewed. Should challenges arise in updating your account information, please notify us via the contact details provided at the end of this page. Failure to provide ThinkFit with the aforementioned information implies your consent for the assumption that your payment method is either valid or renewed, permitting the continued charging of subscription services to which you have subscribed unless you have canceled your subscription.

10 CONTACT US

If you have any questions or concerns about the Agreement, please send an e-mail to hello@thinkfit.app /. All other inquiries should be directed to ThinkFit's Feedback Page or hello@thinkfit.app /.