

# FITPOINTS VIRTUAL CURRENCY POLICY

14<sup>th</sup> April 2024

## 1 INTRODUCTION

This Fitpoints Virtual Currency Policy (the "Agreement") governs your use of our closed virtual currency ("Fitpoints" or "Virtual Currency") which are made available to you through our mobile application, <https://www.thinkfit.app/>, media form, media channel, mobile website, and related, linked, or otherwise connected thereto ("Platform") as the case may be. This Agreement is hereby through this reference construed as a part of our Terms.

The Fitpoints and other virtual goods ("Virtual Items" collectively) are offered by Holistic Experiment LLC. ("ThinkFit," "we," "our," or "us"). By accessing or using any services provided by the ThinkFit, including the Virtual Items, you the user ("user", "you", "your") agree to be bound by this Agreement.

## 2 INFORMATION ABOUT CLOSED VIRTUAL CURRENCY

A closed virtual currency is an unregulated digital currency used as payment only within certain virtual communities. It has no connection to the real economy and cannot be converted to legal tender. Closed virtual currencies are also known as non-convertible virtual currencies, closed-loop currencies, closed-flow virtual currencies, or in-world money. These are in contrast to open or convertible virtual currencies that are directly exchangeable.

## 3 VIRTUAL CURRENCY AND VIRTUAL ITEMS TERMS

- 3.1 **LICENSE TO USE FITPOINTS AND VIRTUAL ITEMS:** Regardless of the terminology used, Virtual Items represent a limited license right governed by this Agreement. Subject to the Terms and compliance with this Agreement, we hereby grant you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use Virtual Items obtained by you

for your personal, non-commercial use exclusively within the Platform. Except as otherwise prohibited by applicable law, Virtual Items obtained by you are licensed to you, and you hereby acknowledge that no title or ownership in or to the Virtual Items is being transferred or assigned hereunder. This Agreement should not be construed as a sale of any rights in the Virtual Items. We reserve the right to control modify, and discontinue any Virtual Items at any time without notice to you.

You acknowledge and agree that we may revise or take action that impacts the perceived value of or purchase price for any Virtual Items at any time except as prohibited by applicable law. Virtual Items do not incur fees for non-use; provided, however, that the license granted hereunder Virtual Items will terminate in accordance with the terms and conditions of this Agreement when we cease providing the Platform, or this Agreement is otherwise terminated. We, in our sole discretion, reserve the right to charge fees for the right to access or use Virtual Items and/or may distribute Virtual Items with or without charge.

#### **4 EARNING & PURCHASING VIRTUAL CURRENCY**

4.1 You may have the ability to purchase Virtual Currency or to earn Virtual Currency for the completion of certain activities or accomplishments on the Platform. For example, we may provide Virtual Currency and Virtual Items when you actively engaging in physical exercises and successfully completing Active Recovery periods. We may as well provide Virtual Currency when completing challenges or surveys. Fitpoints are earned as a direct outcome of your active involvement in physical activities. Once obtained, Virtual Currency will be credited to your Account. You may purchase Virtual Currency and Virtual Items only within the Platform through Apple App Store and Google Pay Store (Collectively "App Distributors") or on the official Store <https://store.thinkfit.app/>. Purchase and use of Virtual Currency and Virtual Items through an App Distributor are subject to the App Distributor's governing documents, including but not limited to, their terms of service and privacy policy, and user agreement.

We may offer discounts or promotions on the purchase of Virtual Currency, and such discounts and promotions may be modified or discontinued by us at any time without notice to you. Subject to applicable laws, we are not obligated to provide you with any discounts on any Virtual Currency and/or Virtual Items. Upon completing an authorized purchase of Virtual Currency and/or Virtual Items from an App Distributor, the amount of purchased Virtual Currency will be credited to your Account. We may establish a maximum amount you may spend to purchase Virtual Currency per transaction and/or per day, which may vary. We may in our sole discretion, impose additional limits on the amount of Virtual Currency you may purchase or use, how you may use Virtual Currency, and the maximum balance of Virtual Currency that may be credited to your Account. You are solely responsible for all Virtual Currency purchases made through your Account regardless of whether or not they are authorized by you. You can utilize the accrued Fitpoints to acquire coupons. These coupons can be exchanged for various offerings available on our dedicated online Platform, accessible at <https://store.thinkfit.app/>. The Fitpoints you earn can be redeemed for coupons that grant you access to a selection of services and products available on the Platform.

## **5 VIRTUAL CURRENCY BALANCE CALCULATIONS**

- 5.1 You can access and view your available Virtual Currency and Virtual Items in your Account when logged into your Account. We reserve the right, in our sole discretion, to make all calculations regarding the available Virtual Currency and Virtual Items in your Account. We retain the right, in our sole discretion, to determine the amount of and manner in which Virtual Currency is credited and debited from your Account in connection with your purchase of Virtual Currency and Virtual Items or for other purposes. While we strive to make all such calculations on a consistent and reasonable basis, you hereby acknowledge and agree that our determination of the available Virtual Currency and Virtual Items in your Account is final, unless

you can provide documentation to us that such calculation was or is intentionally incorrect.

## **6 USING VIRTUAL CURRENCY AND VIRTUAL GOODS**

- 6.1 All purchased Virtual Currency and Virtual Items may be used by you according to the Platform's rules applicable to Virtual Currency and Virtual Items. Virtual Currency and Virtual Items may only be used within the Platform. Virtual Currency and Virtual Items may never be used in connection with an agreement with other individuals to wager any money or other thing of value. The authorized uses and purposes of Virtual Currency and Virtual Items may change at any time. Your available Virtual Currency and/or Virtual Items as shown in your Account will be reduced each time you use Virtual Currency and/or Virtual Items within the Platform. The use of any Virtual Currency and/or Virtual Items constitutes a demand against and withdrawal from your available Virtual Currency and/or Virtual Items in your Account. You are responsible for all uses of Virtual Currency and/or Virtual Items made through your Account, regardless of whether or not authorized by you. You must notify us immediately upon discovering the unauthorized use of any Virtual Currency and/or Virtual Items made through your Account by submitting a support request at [hello@thinkfit.app/](mailto:hello@thinkfit.app/).
- 6.2 You shall not sell, lease, license, or rent Virtual Currency and Virtual Items, convert them into any convertible virtual currency. Virtual Currency and Virtual Items may only be redeemed for playing games on the Platform and are not redeemable for any sum of money or monetary value or other goods from us or any other person or entity at any time, except as expressly provided herein or otherwise required by applicable law. Virtual Currency and Virtual Items have no cash value, and neither we nor any other person or entity has any obligation to exchange your Virtual Currency and Virtual Items for anything of value, including, but not limited to, real currency.
- 6.3 Fitpoints offer a versatile means of enhancing your interaction with the ThinkFit platform. Fitpoints can be used to procure services and products

available within ThinkFit's offerings (internal services/products). These may include without limits premium workout plans, personalized coaching, or access to exclusive fitness content.

- 6.4 Fitpoints earned or purchased have no expiration date unless specified by us explicitly in writing, allowing you to accumulate and redeem them at your convenience.

## **7 NO REFUNDS**

- 7.1 All purchases of Virtual Currency and Virtual Items are final and under no circumstances will such purchases be refundable, transferable, or exchangeable. Except as prohibited by applicable law, we have the absolute right to manage, regulate, control, modify, suspend, and/or eliminate such Virtual Currency and/or Virtual Items as we see fit in our sole discretion, and we shall have no liability to you or anyone else for the exercise of such rights. Notwithstanding the foregoing, any refunds that may be available to you are subject to the terms of the applicable App Distributor.

We may at our discretion choose to refund your purchases in the event that the Platform encounters any errors or total or partial technical disruptions hindering rendering provision of the Platform.

## **8 TRANSFER RESTRICTIONS**

- 8.1 We reserve the right, in our sole discretion, to terminate, suspend, or modify your Account and your Virtual Currency and Virtual Items and terminate this Agreement if you engage in, assist in, or request any unauthorized transactions. All users who participate in such activities do so at their own risk and hereby agree to be responsible and liable to ThinkFit, its partners, licensors, affiliates, contractors, officers, directors, employees, and agents for all damages, losses, and expenses arising directly or indirectly from such actions. You acknowledge that we may request that the applicable App Distributor stop, suspend, terminate, discontinue, or reverse any unauthorized transactions, regardless of when such unauthorized transactions occurred (or has yet to occur) when we suspect

or have evidence of fraud, violations of this Agreement, violations of any applicable law or regulation, or any intentional act designed to interfere or that otherwise has the effect of or may have the effect of intervening in any way with the operation of the Platform. If we believe or have any reason to suspect that you have engaged in unauthorized transactions, you further agree that we may, in our sole discretion, restrict your access to your available Virtual Currency and Virtual Items in your Account or terminate or suspend your Account and your rights to any Virtual Currency and Virtual Items, and other items associated with your Account.

## **9 MISCELLANEOUS PROVISIONS**

This Agreement is subject to change, at the sole discretion of ThinkFit, from time to time.

- 9.1 Virtual Currency cannot be converted to cash or used in lieu of cash.
- 9.2 Any wrongful transfer of Virtual Currency shall be void ab initio.
- 9.3 ThinkFit reserves the right to disqualify you from purchasing or earning any Virtual Currency if any fraudulent/abuse/ activity is identified as being carried out for the purpose of earning Virtual Currency or if you have violated any Terms or applicable laws. Disqualification may result in immediate cancellation of all Virtual Currency.
- 9.4 All Virtual Currency accumulated on blacklisted accounts, as per applicable policies of ThinkFit, shall be cancelled with immediate effect.
- 9.5 ThinkFit disclaims all liability that may arise due to any violation of the applicable laws by You.
- 9.6 ThinkFit reserves the right to suspend the issue of Virtual Currency to you personally, or to all users temporarily or permanently at any time without notice.
- 9.7 ThinkFit reserves the right at any time to modify, withdraw or terminate Virtual Currency as a feature on the Platform at its discretion, without any prior notice and without any liability or obligation in this regard.

9.8 You are not bound in any way to actively accumulate or use Virtual Currency. Any action towards using Virtual Currency is voluntary.

9.9 In the event any court shall declare any section or sections of this Agreement invalid or void, such declaration shall not invalidate the entire Agreement and all other paragraphs of the Agreement shall remain in full force and effect.

## **10 CONTACT US**

If you have any questions or concerns about any of these terms, please send an e-mail to [hello@thinkfit.app/](mailto:hello@thinkfit.app/). All other inquiries should be directed to ThinkFit's Feedback Page or [hello@thinkfit.app/](mailto:hello@thinkfit.app/).