

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 "Rep up" 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 "Rep Up" 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 RepUp App Website at <https://rep-up.com> 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).

ACCESS TO APPS AND SERVICES

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.
4. Fusion Engineering reserves the right, at its sole discretion, to modify these EULA Terms and Conditions at any time without any notice. However, Fusion Engineering at its sole discretion may notify you from time to time of such changes by posting a notice within the App or within the App Store description, or via its Website or by sending you a notice via e-mail. You shall be responsible for periodically reviewing the EULA, and for reviewing and becoming familiar with any such modifications.
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.
9. The purpose of our App(s) is strictly as per the definition of Services hereinabove. For this purpose, and this purpose only, Fusion Engineering grants you a limited license to access, download, install and use our App(s). You may not download, modify, alter, disassemble, decompile, reverse engineer or use the App(s) or any portion of them in any manner that is not in consonance with such purpose, except with Fusion Engineering's express written consent.
10. This license does not include any resale or commercial use of the App or its content. Any copying of account information for the benefit of any other party; or any use of data mining, or similar data gathering and extraction tools are strictly prohibited and would invite legal action to the fullest extent of the law. You may not post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private information from any User.
11. The App or any portion thereof may not be reproduced, duplicated, copied, sold, visited, or otherwise exploited for any commercial or non-commercial purpose without Fusion Engineering's express written consent. No part of the App may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, website or other medium for publication or distribution or for any commercial purpose, without Fusion Engineering's express prior written consent.
12. Use of the App(s) or Services to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including that are deemed threatening or obscene, or engage in any kind of illegal activity is expressly prohibited. Under no circumstances will you use the App(s) or the Services to (a) send unsolicited e-mails, bulk mail, spam or other materials to users of the App or any other individual, (b) harass, threaten, stalk or abuse any person or party, including other users of the App, (c) create a false identity or to impersonate another person, or (d) post any false, inaccurate or incomplete material or delete or revise any material that was not posted by you or others you have authorized to post for you.

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 authorization. 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 unauthorized 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 unauthorized 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.
14. Fusion Engineering reserves the right to remove any User Content from the App, suspend or terminate your right to use the Services at any time at its discretion, or pursue any other remedy or relief available to Fusion Engineering and/or the App under equity or law for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such User Content or if Fusion Engineering is concerned that you may have breached the immediately preceding clause). You are responsible for all Content posted or developed by you, including content contributed by a third party whom you have authorized to post content through your Device.
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.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

1. The Apps and the Website are provided by Fusion Engineering on an "as is" and "as available" basis. Fusion Engineering makes no representations or warranties of any kind, express or implied, as to the operation of the App(s) or the information, content, materials of the Apps.

2. To the full extent permissible by applicable law, Fusion Engineering disclaims any liability or responsibility for the accuracy, reliability, availability, completeness, legality or operability of the material or Services provided on the App(s). By using the App(s), you acknowledge that Fusion Engineering is not responsible or liable for any harm resulting from (1) use of the App; (2) downloading information contained on the App; (3) unauthorized disclosure of images, information or data that results from the upload, download or storage of content posted by users; (4) the temporary or permanent inability to access or retrieve any user content from the App, including, without limitation, harm caused by viruses, worms, trojan horses, or any similar contamination or destructive program; and (5) unauthorized disclosure of images, information or data that results from the upload, download or storage of posted content.
3. To the full extent permissible by applicable law, Fusion Engineering disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Fusion Engineering does not warrant that its site, its servers, or email sent from Fusion Engineering are free of virus or other harmful components. Fusion Engineering will not be liable for any damages of any kind arising from the use of this site, including, but not limited to direct, indirect, incidental, punitive and consequential damages. You expressly agree that your use of Fusion Engineering's Services is at your sole risk, and as such there is no liability on part of Fusion Engineering for any cause whatsoever associated with any use of such Services by the User.
4. Fusion Engineering makes its best attempt that the translation & transliteration services are as accurate as possible. However, Fusion Engineering makes no warranties that the translation and / or transliteration is accurate, complete, reliable, current or error free.
5. Furthermore, Fusion Engineering will use reasonable efforts to ensure that the App and Services are available at all times. However, there may be occasions when the App and/or Services will be interrupted for maintenance, upgrades and emergency repairs or due to failure of telecommunications links and equipment. Every reasonable step will be taken by Fusion Engineering to minimize such disruption where it is within Fusion Engineering's reasonable control. Fusion Engineering shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Fusion Engineering's reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation.
6. Fusion Engineering is not responsible or liable in any way for the failure to store, preserve or access content or other materials you transmit or archive on the App.
7. Fusion Engineering has no special relationship with or fiduciary duty to you. You acknowledge that Fusion Engineering has no control over, and no duty to take

any action regarding: which Users gain access to the App; which content you access via the App; what effects the content (including any content which is a derivative work of your User Content the creation of which you authorized) may have on you; how you may interpret or use the Content; or what actions you may take as a result of having been exposed to the content. Much of the content of the App is provided by and is the responsibility of the User who posted the content. Fusion Engineering does not monitor the content of the App and takes no responsibility for such content. You release Fusion Engineering from all liability for you having acquired or not acquired content through the App. The App may contain, or direct you to Apps containing, information that some people may find offensive or inappropriate. Fusion Engineering makes no representations concerning any content contained in or accessed through the App, and Fusion Engineering will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the App.

8. In any event, you agree that under no circumstance will Fusion Engineering be liable to you or any other party for any suspension, modification, discontinuance or lack of availability of the app, the services, your user content or other content. 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.
9. Fusion Engineering makes no claim that the App may be lawfully used or that content may be downloaded from any country. Access to the Content may not be legal by certain persons or in certain countries. If you access the App you do so at your own risk and you are responsible for compliance with the laws of your jurisdiction.
10. Users of the App may gain access from the App to third party websites on the Internet through hypertext or other computer links on the App. Third-party websites and applications are not within the supervision or control of Fusion Engineering. Unless explicitly otherwise provided, neither Fusion Engineering makes no representation or warranty whatsoever about any third-party website or application that is linked to the App, or endorse the products or services offered on such platforms. Fusion Engineering disclaims: (a) all responsibility and liability for content on third-party websites and applications and (b) any representations or warranties as to (i) the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and (ii) the functionality of third party websites or applications if you export User Content onto them. You hereby irrevocably waive any claim against Fusion Engineering with respect to such websites and third-party content.

11. Without prejudice to the generality of the foregoing clauses, in no event shall Fusion Engineering, its directors, officers, shareholders, employees or members be liable with respect to the app or the services for:
 1. any indirect, incidental, punitive, consequential or exemplary damages of any kind whatsoever;
 2. damages for loss of use, profits, business interruption, data, images, user content or other intangibles;
 3. damages for unauthorized use, non- performance of the app, errors or omissions;
 4. damages related to downloading or posting content;

under any theory of liability, even if advised or where it is alleged that Fusion Engineering should have been aware of the possibility of such damages in advance.

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1. The software of the Apps including but not limited to their source code and/or object code, the layout and design of the Apps in general, and their design components such as the keypads themselves, the fonts, the translation & transliteration software, any files, images incorporated in or generated by the software, and the data accompanying the software etc., are developed, controlled, owned and operated by Fusion Engineering and Fusion Engineering is the sole and complete owner of all intellectual property thereof.
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3. All trademarks, service marks, trade names, product names and logos which appear on the App (other than those that belong to any third-party) are proprietary to Fusion Engineering.
4. You may not copy, reproduce, republish, upload, post, transmit, distribute, modify, perform or display Fusion Engineering's Intellectual Property in any way,

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5. You may not participate in the sale, transfer or creation of any derivative works with relation to Fusion Engineering's Intellectual Property and you may not assist any other person in doing so.
6. The App(s) are licensed to you solely for usage on a non-exclusive, limited basis for your personal, non-commercial use, and no title of the software / App(s) is in any manner whatsoever transferred or assigned to you. Fusion Engineering retains full and complete title of the software and all intellectual property therein.
7. Without the prior written consent of Fusion Engineering, modification or use of Fusion Engineering's Intellectual Property in any other software application, website, networked computer environment etc. for any purpose other than personal, non- commercial use is a violation of the copyrights, trademarks and other proprietary rights, and is prohibited. Any use for which you receive any remuneration, whether in money or otherwise, or any other benefit is commercial use for the purposes of this clause.
8. You acknowledge and agree that if you use any of the Services to contribute User Content to the App in such manner as to make it available to all users or to permit third parties to contribute content, Fusion Engineering will have a non-exclusive, worldwide, royalty-free, transferable, sub-licensable right, under all of your intellectual property rights, to copy, cache, publish, display, perform, distribute, translate and store such User Content, and to allow third parties to do so in connection with the marketing or promotion of Fusion Engineering, the App or the Services by such third parties. To the extent allowed by law, the foregoing includes all rights of paternity, integrity, disclosure and withdrawal. You warrant, represent and agree that you have the right to grant Fusion Engineering and the App the rights set forth above.
9. Third-party trademarks, trade names, product names and logos contained in or used by the App or the Services are the trademarks or registered trademarks of their respective owners, and the use of such trademarks shall inure to the benefit of the trademark owner. The use of such Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by Fusion Engineering with such company, or (ii) an endorsement or approval by Fusion Engineering of such company and its products or services.

COMPLIANCE WITH LAW

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

Auto Renewing Subscriptions

For auto renewing subscriptions completed in our iOS Apps following terms apply:

- Payment will be charged to iTunes Account at confirmation of purchase.
- Subscription automatically renews unless auto-renew is turned off at least 24-hours before the end of the current period.
- 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.
- Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that publication, where applicable.
- 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.

Entire Agreement. This EULA, as modified from time to time, constitutes the entire agreement between Fusion Engineering and you, with respect to the subject matter hereof. This EULA replaces all prior or contemporaneous understandings or agreements, written or oral, regarding the subject matter hereof. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a

waiver of any further rights here under unless the same is waived by way of a written notice.

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.

Indemnity. You will indemnify and hold Fusion Engineering, its officers, agents, servants and employees, harmless, including costs and lawyers' fees, from any claim or demand made by any third party due to or arising out of your access to the App, use of the Services, use of the Software, your violation of this Agreement, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

Modification, and Severability. This agreement maybe modified at any time by Fusion Engineering without providing any prior notice or without informing the User without any liability of whatsoever nature to the User. If any clause of this agreement is void or unenforceable then it will be severable from the other clauses in the agreement and other clauses in the agreement will remain unaffected by the voidability of that clause.

Grievances. If you believe that there is a violation of the Information Technology Act, 2000 and/or the rules and/or regulations made thereunder, the name and contact details of the Grievance Officer are provided below. In case of any complaint, you may address the complaint along with all supporting documents to the said Grievance Officer, who will make all efforts to resolve your complaint within 1 (One) month of receiving all relevant information and documentation.

Grievance Officer: Mr. Rohan J. Merchant

Email Address: feedback@rep-up.com

Electronic Communication and Notices. When you use our App(s) or send e-mails to us, you are communicating with us electronically. By communicating with us, you consent to receive communication from us electronically. Furthermore, we will communicate with you by e-mail or by posting notices within our App(s), App Store listing, and/or Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

Governing Law and Jurisdiction. These terms and conditions will be construed only in accordance with the laws of India. In respect of all matters/disputes arising out of, in connection with or in relation to these terms and conditions or any other conditions related to our App(s) and Services, only the competent Courts at Mumbai shall have jurisdiction, to the exclusion of all other courts.