

# Fitwatchr Policy, Terms & Liability Disclaimers

## Privacy Policy

### OUR PROMISE

We promise to respect your privacy, to be transparent about our data practices, to keep your data safe, to never sell your personal data, to let you decide how your information is shared, and to only collect data that helps us improve our products and services.

---

Fitwatchr designs products and tools that integrate with other fitness tracking devices. We work closely with device manufacturers application programming interface (API)'s to provide valuable tools to help you on your fitness journey. This Privacy Policy applies to our fitness (“websites”), and our website located at [www.Fitwatchr.com](http://www.Fitwatchr.com), and support <https://universald.freshdesk.com> (individually a “Site” and collectively “Sites”), the Fitwatchr Connect software (“Software”) and Fitwatchr mobile applications including Fitwatchr, Misfitwatchr, Upwatchr, Witfitwatchr (the “WatchrApps”). The Devices, Sites, Software and Apps are collectively referred to in this Policy as the “Fitwatchr Service,” and by proceeding to use the Fitwatchr Service you consent that we may process the data that we collect from you in accordance with this Privacy Policy.

Because we're always looking for new and innovative ways to help you achieve your fitness goals, this policy may change over time, but any future changes will not affect data that was collected under a previous version of this policy. If any modifications substantially change your rights, we will send an email summarizing the changes to the address associated with your Fitwatchr account and provide notice on the Site.

And remember, we're here to help. If something in this policy does not make sense or if you have any questions, please contact us at [info@fitwatchr.com](mailto:info@fitwatchr.com). Here's what we'll cover:

## **When We Collect Data**

### **SYNCING A DEVICE**

When syncing a Fitwatchr Device, you will be asked to download the WatchrApps to your device. Depending upon the specific Device you use, it will display device manufacturer stored data such as the number of steps you take, your weight, measure your sleep quality and transmit this data to an installed WatchrApp. To see the full list of data that your Device collects, visit the device Manufacturers website. Fitwatchr only displays data stored on device manufacturer's servers.

### **CONNECTING A DEVICE ACCOUNT**

If you want to access data collected by your Device, you must create an account on the device Manufacturer's website. When you create an account, we display a subset of your profile information, including your Name, Age, Gender, Height, Weight. Using your Device Manufacturers Account will allow you to sync to one of your installed WatchrApps. You sync data using

the Device Manufacturers email address. We do not display your email address on our apps.

## VISIT OUR SITES

Fitwatchr collects industry standard data from everyone who visits our Sites—even if you don't have a Fitwatchr account. This includes log data that automatically records information about your visit, such as your browser type, operating system, the URL of the page that referred you, the different actions you performed, and the IP address you used to access pages on the Site. We use this type of information to provide you with an experience that's relevant to your location based on the IP address, to prevent Site misuse, and to ensure the Site is working properly. We also collect data from cookies. To see the full list cookies we use and how we use them, please read our [Cookie Policy](#).

## SYNC YOUR DEVICE

When you sync your Device through an App or the Software, data recorded on your Device about your activity is transferred from your Device to the Manufacturers servers and is then sync'd to our application. This data is displaying associated with Manufacturers account information. Each time a sync occurs, we log data about the transmission. Some examples of the log data are the sync time and date, and the IP address used when syncing.

## BUY FROM APP STORES

We do not view or store your credit card information. This is handled by online third-party application sores.

## CONTACT US

Whenever you contact Fitwatchr for help, we collect your name and email address along with additional information you provide in your request so that we can provide you with assistance and improve the Fitwatchr Service. You can also contact Fitwatchr on public forums such as Twitter or Facebook; however, we cannot maintain the privacy of your communication to us if you contact us through these channels.

We only collect information about you when you're interacting with Fitwatchr Products & Services.

## **Why we collect data**

Fitwatchr uses your data to provide you with the best experience possible, to help you make the most of your fitness, and to improve and protect the Fitwatchr Service. Here are some examples:

- Contact information is used to send you support feedback notifications, allow us to inform you about new features or products we think you would be interested in. Please see “Can I Opt-out Of Receiving Fitwatchr Emails?” for information on how you can opt-out of future communications.
- Data and logs are used in research to understand and improve the Fitwatchr Device and Fitwatchr Service; to troubleshoot the Fitwatchr Service; to detect and protect against error, fraud or other criminal activity; and to enforce the Fitwatchr Terms of Service.

## **What kinds of data we share**

### DATA THAT COULD IDENTIFY YOU

Personally Identifiable Information (PII) is data that includes a personal identifier like your name, email or address, or data that could reasonably be linked back to you. We will only share this data under the following circumstances:

- If we believe that disclosure is reasonably necessary to comply with a law, regulation, valid legal process (e.g., subpoenas or warrants served on us), or governmental or regulatory request, to enforce or apply the Terms of Service or Terms of Sale, to protect the security or integrity of the Fitwatchr Service, and/or to protect the rights, property, or safety of Fitwatchr, its employees, users, or others. If we are going to release your data, we will do our best to provide you with notice in advance by email, unless we are prohibited by law from doing so.
- We may disclose or transfer your PII in connection with the sale, merger, bankruptcy, sale of assets or reorganization of our company. We will notify you if a different company will receive your PII and the promises in this Privacy Policy will apply to your data as transferred to the new entity.

## **Ways you might share your data**

### DEFAULT VISIBILITY SETTINGS

The privacy settings on new Fitwatchr accounts are set to reveal minimal data about you with the purpose of getting you active and involved with the Fitwatchr Service.

## CONTESTS AND GIVEAWAYS

Fitwatchr may offer opportunities to participate in contests, giveaways and other promotions. Any data you submit in connection with these activities will be treated in accordance with this Privacy Policy, unless the rules for those offers note otherwise.

## SURVEYS

Fitwatchr may also ask you to participate in surveys (processed by Fitwatchr or third parties) that help us understand your use of the Fitwatchr Service. Any PII you provide to Fitwatchr (or supplied by you or Fitwatchr to such third-party survey providers) in connection with these surveys will only be used in relation to that survey and as stated in this policy.

## **How Long We Save Your Data**

We store your PII for as long as you maintain a Fitwatchr account. You must notify Fitwatchr of your account closure in order for us to remove it from our support and communications servers.

## **How To Edit or Modify Data**

Data that you provide to Fitwatchr through the Site can be modified from your inquires for support, or social postings. Backups of that data will remain associated with your Fitwatchr account and in our archive email and support servers.

# **How To Deactivate Your Fitwatchr Account**

You can deactivate your Fitwatchr account by contacting [info@fitwatchr.com](mailto:info@fitwatchr.com). When you do, data that can identify you will be removed from the current Fitwatchr Service, including but not limited to your email, name, and links to sites such as Facebook and Twitter. This data will be removed from our server based upon an automated schedule. Archive data will not be removed. Fitwatchr may continue to use your de-identified data after you deactivate your account.

## **Fitwatchr's Policies For Children**

Fitwatchr is not directed at persons under the age of 13. We do not knowingly collect any PII from children under 13. If you are aware of a user under the age of 13 using Fitwatchr, please contact us at [info@fitwatchr.com](mailto:info@fitwatchr.com).

## **Can I Opt-out Of Receiving Fitwatchr Emails?**

Of course! You can opt-out of receiving notifications, contests, giveaways, surveys and promotional emails by changing the notification by unsubscribing via the “Unsubscribe” link in any Fitwatchr email. Opting-out of these emails will not end transmission of important service-related emails that are necessary to your use of the Fitwatchr Service.

## **How Does Fitwatchr Keep My Data Safe?**

Fitwatchr uses a combination of technical and administrative security controls to maintain the security of your data. If you have a security-related concern, please contact [info@fitwatchr.com](mailto:info@fitwatchr.com).

## **How Does Fitwatchr Handle Data From International Visitors?**

The Fitwatchr Service is hosted and operated entirely in the United States and is subject to United States law. Any personal information that you provide to Fitwatchr is being transferred to Fitwatchr for use solely in the United States and will be hosted on United States servers. You consent to the transfer of your personal information to the United States. If you are accessing the Fitwatchr Service from outside the United States, please be advised that United States law may not offer the same privacy protections as the law of your jurisdiction.

1

## **Cookie Policy**

We use cookies and other technologies like Google Analytics to improve the functionality of the Fitwatchr Service.

### **TECHNOLOGIES WE USE**

Cookies are text files that are sent by servers to web browsers and stored on your computer. They tell us which parts of the Fitwatchr Service you've visited so we can figure out which promotions you may like to see or to alert you to software compatibility issues.

## DOES FITWATCHR HONOR “DO NOT TRACK” SIGNALS?

Although we would like to honor the browsers set with a “Do Not Track” signal, the Sites do not currently respond to a DNT or similar signal as it awaits the results of efforts by the policy and legal community to determine the meaning of DNT and the proper way to respond. However, we believe that consumers should exercise choice regarding the collection of this type of data, which is why we disclose the cookies used and provide links to opt-out of those collection practices below.

We use the following third-party advertising cookies to present you with opportunities to Track data and activity in our Watchr Apps and on our web sites.

- Google Adwords Conversion: You can [adjust](#) the Google Ads Settings and [opt-out](#) of this program.

We use the following third-party data analytics platforms to improve the Fitwatchr Service in a variety of ways:

- We use Google Analytics, analytics cookies allow us to see how you use our services so we can improve your experience. Cookie data is anonymous. Fitwatchr includes “web events” this includes log data that automatically records information about your visit, such as your browser type, operating system, the URL of the page that referred you, the different actions you performed, and the IP address you used to access pages on the Site. Analytics for devices include "app events" such as button taps (syncing, connecting to Manufacturers API's, and selected activity level, usage over time, how long they use it, geo location, device models used, OS versions used. We encourage you to read the Google Privacy Policy. If you prefer to not have data reported

by Google Analytics, you can install the [Google Analytics Opt-out Browser Add-on](#).

## Contact Us

You can email us with any questions or comments at [info@fitwatchr.com](mailto:info@fitwatchr.com).

## Disclaimers

UNIVERSALD INC. or Fitwatchr, shall not be held responsible for any breach of rights related to intellectual property, data protection, right of privacy, or similar regulations, arising out of user generated content.

THE FITWATCHR SERVICE AND FITWATCHR CONTENT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. We make no warranty that the Fitwatchr Service or Fitwatchr Content will meet your requirements or be available on an uninterrupted, secure, or error-free basis. We make no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of the Fitwatchr Service or any Fitwatchr Content. You acknowledge and agree that if you rely on any Fitwatchr Content or the Fitwatchr Service, you do so solely at your own risk.

## **Fitwatchr's Rights**

“Fitwatchr Content” includes any text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Fitwatchr Service to you. Except for Your Content, Fitwatchr Content, the Fitwatchr Service and its underlying technology are protected by copyright, trademark, patent, intellectual property, and other laws of the United States and foreign countries. You agree not to remove, change or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Fitwatchr Service.

## **Our Enforcement Rights**

We are not obligated to monitor access or use of the Fitwatchr Service, Fitwatchr Content, or Your Content or to review or edit any Fitwatchr Content or Your Content, but we have the right to do so for the purpose of operating the Fitwatchr Service, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. We may consult with and disclose unlawful conduct to law enforcement authorities; and pursuant to valid legal process, we may cooperate with law enforcement authorities to prosecute users who violate the law. We reserve the right (but are not required) to remove or disable access to the Fitwatchr Service, any Fitwatchr Content, or Your Content at any time and without notice, and at our sole discretion, if we determine that the Fitwatchr Content, Your Content, or your use of the Fitwatchr Service is objectionable or in violation of these

Terms. We have the right to investigate violations of these Terms and any conduct that affects the Fitwatchr Service.

## **Use The Fitwatchr Service At Your Own Risk**

Our goal is to provide helpful and accurate information on the Fitwatchr Service, but we make no endorsement, representation or warranty of any kind about any Fitwatchr Content, information, services or recommendations. The accuracy of the data collected and presented through the Fitwatchr Service is not intended to match that of medical devices or scientific measurement devices.

We are not responsible for the accuracy, reliability, effectiveness, or correct use of information you receive through the Fitwatchr Service. Maps, directions, and other GPS or navigation data, including data relating to your current location, may be unavailable, inaccurate or incomplete. If you rely on any Fitwatchr Content or the Fitwatchr Service, you do so solely at your own risk.

## **Consult Your Doctor Before Using The Fitwatchr Service**

The Fitwatchr Service is not intended to diagnose, treat, cure, or prevent any disease. If you have a medical or heart condition, consult your doctor before using the Fitwatchr Service, engaging in an exercise program or changing your diet. If you experience a medical emergency, stop using the Fitwatchr Service and consult with a medical professional. We are not responsible for any health problems that may result from training programs, consultations,

products, or events you learn about through the Fitwatchr Service. If you engage in any exercise program you receive or learn about through the Fitwatchr Service you agree that you do so at your own risk and are voluntarily participating in these activities.

## **Indemnity**

You will indemnify and hold harmless Fitwatchr and its officers, directors, employees and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or in any way connected with (i) your access to or use of the Fitwatchr Service, (ii) Your Content, or (iii) your breach of any warranties made by you hereunder or your violation of any other provision of these Terms. We reserve the right to assume control of the defense of any third-party claim that is subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

## **Limitation Of Liability**

NEITHER FITWATCHR, ITS SUPPLIERS OR LICENSORS, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE FITWATCHR SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE FITWATCHR

SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT FITWATCHR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

IN NO EVENT WILL FITWATCHR'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE FITWATCHR SERVICE EXCEED THE AMOUNTS YOU HAVE PAID TO FITWATCHR FOR USE OF THE FITWATCHR SERVICE OR ONE HUNDRED DOLLARS (\$4), IF YOU HAVE NOT HAD ANY PAYMENT OBLIGATIONS TO FITWATCHR, AS APPLICABLE.

THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN FITWATCHR AND YOU.

## **Dispute Resolution**

You agree that any dispute between you and Fitwatchr arising out of or relating to these Terms of Service, the Fitwatchr Service, or any other Fitwatchr products or services (collectively, "Disputes") will be governed by the arbitration procedure outlined below.

**Governing Law:** The Terms of Service and the resolution of any Disputes shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its conflict of laws principles.

**Informal Dispute Resolution:** We want to address your concerns without needing a formal legal case. Before filing a claim against Fitwatchr, you agree to try to resolve the Dispute informally by contacting [info@fitwatchr.com](mailto:info@fitwatchr.com). We'll try to resolve the Dispute informally by contacting you through email. If a dispute is not resolved within 60 days after submission, you or Fitwatchr may bring a formal proceeding.

**We Both Agree To Arbitrate:** You and Fitwatchr agree to resolve any Disputes through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

## **Terms and Conditions**

Fitwatchr designs software and tools that track everyday health and fitness to empower and inspire users to lead healthier, more active lives. These Terms of Service (“Terms”) govern your use of our personal fitness and electronic body monitoring applications, our websites, including [www.fitwatchr.com](http://www.fitwatchr.com), the Watchr Apps software, and other Fitwatchr services, Support (collectively, the “Fitwatchr Service”).

You must accept these Terms to use the Fitwatchr Service. You accept these Terms by visiting [www.fitwatchr.com](http://www.fitwatchr.com) or using any part of the Fitwatchr Service. **IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE AN**

OF THE WATCHR APPS, VISIT [WWW.FITWATCHR.COM](http://WWW.FITWATCHR.COM) OR USE THE FITWATCHR SERVICE.

## General Terms

Except as otherwise stated herein, these Terms constitute the entire and exclusive understanding and agreement between Fitwatchr and you regarding the Fitwatchr Service, and these Terms supersede and replace any and all prior oral or written understandings or agreements between Fitwatchr and you regarding the Fitwatchr Service and Fitwatchr Content. If for any reason a court of competent jurisdiction finds any provision of these Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.

You may not assign or transfer these Terms, by operation of law or otherwise, without Fitwatchr's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Fitwatchr may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

Any notices or other communications provided by Fitwatchr under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Fitwatchr Service. For notices made by

e-mail, the date of receipt on the message will be deemed the date on which such notice is transmitted.

Fitwatchr's failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Fitwatchr. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.

## **Additional Terms May Apply**

Additional terms may apply to certain products or services. In the event that there is a conflict between these Terms and any additional terms, the additional terms will control.

## **These Terms May Change**

These Terms will change over time. If we make minor changes to the Terms without materially changing your rights, we will post the modified Terms on [www.fitwatchr.com](http://www.fitwatchr.com). We will notify you by email, through the Fitwatchr Service, or by presenting you with a new Terms of Service to accept if we make a modification that materially changes your rights. When you use the Fitwatchr Service after a modification is posted, you are telling us that you accept the modified terms.