FITTON TERMS OF SERVICE

Last Updated: June 20, 2025

Welcome to Fitton! These Terms of Service ("Terms") govern your access to and use of the Fitton fitness and gamification platform, including the Fitton mini app within Telegram and any future Fitton mobile applications (collectively, the "Service"). The Service is provided by Fitfun Limited ("Fitton," "we," "us," or "our"), a company registered in the United Kingdom. By accessing or using Fitton, you ("User" or "you") agree to be bound by these Terms and our Privacy Policy (which is incorporated by reference). If you do not agree with any part of these Terms, you must not use the Service.

Please read these Terms carefully before using Fitton. These Terms form a legal agreement between you and Fitton. We reserve the right to update or modify these Terms at our discretion. If we make material changes, we will provide notice (e.g. via the Service or Telegram) and update the "Last Updated" date above. Continuing to use the Service after changes become effective constitutes your acceptance of the revised Terms . If you do not agree to the Terms or any updated Terms, discontinue use of Fitton.

1. Eligibility and Account Requirements

1.1 No Age Restriction: Fitton is **not age-restricted**; users of all ages may use the Service. However, by using Fitton you represent that you understand and accept these Terms and are able to form a binding contract with us. If you are under the age of majority in your jurisdiction, you should only use Fitton with the consent and supervision of a parent or legal guardian who has reviewed and agreed to these Terms. **We do not knowingly collect personal information from children under 13**; if you are under 13, you may need parental consent as required by applicable law.

1.2 Account and Platform Requirements: Fitton is currently offered as a mini app within the Telegram messenger platform. To use Fitton, you must have an active Telegram account and comply with Telegram's own Terms of Service . Your Telegram profile (including your display name, username, and user ID) will be associated with your Fitton usage. You are responsible for maintaining the security of your Telegram account and any device you use to access Fitton. We are not liable for any loss or damage arising from unauthorized access to your account due to your failure to safeguard your login credentials.

1.3 Acceptance of Terms: By accessing or using Fitton, you affirm that you have read, understood, and agree to these Terms. You also agree to comply with all applicable laws and regulations in connection with your use of the Service . If you do not agree, you must not use or access Fitton. We may **suspend or terminate** your access to the Service if we believe you have violated these Terms or any applicable law.

2. Medical Disclaimer

2.1 Not Medical or Professional Advice: The content provided through Fitton – including workout routines, exercise instructions, AI-driven pose estimation feedback, and any other fitness or health-related information – is **for general informational and entertainment purposes only**. **Fitton is not a medical organization**, and we do not provide medical advice, diagnosis, or treatment . Nothing in the Service should be interpreted as medical advice or as a substitute for consultation with a qualified healthcare professional. Using Fitton does not create a doctor-patient relationship between you and us.

2.2 Consult Your Physician: Always consult your physician or a qualified healthcare provider before beginning any new workout, exercise program, or diet, especially if you have any known medical conditions, injuries, or are on medication . If you experience faintness, dizziness, pain, shortness of breath, or any discomfort while exercising, stop immediately and seek medical advice. **Never disregard professional medical advice or delay seeking it** because of something you read or receive through Fitton . You are solely responsible for evaluating and determining your physical fitness, health, and ability to perform any exercises or activities suggested by the Service.

2.3 Personal Responsibility: By using Fitton, you acknowledge that you are responsible for ensuring that **you are in appropriate physical and mental condition** to participate in the exercises and activities presented. We encourage you to progress at your own pace and listen to your body's limits. If any content in the Service conflicts with advice given by a medical professional, you should follow the medical professional's advice and discontinue or modify your use of the Service accordingly.

3. Physical Activity Risks and Assumption of Liability

3.1 Inherent Risks of Exercise: You understand that participating in fitness activities, workouts, or physical challenges through Fitton carries **inherent risks**. Physical exercise can be strenuous and may result in **injury, aggravation of pre-existing conditions, or other adverse effects**, including, in rare cases, serious harm or even death. **By using Fitton, you voluntarily assume all risks, known and unknown, associated with any physical activity or exercises you engage in through the Service**. This includes but is not limited to risks of muscle injuries, joint injuries, heart attack, dehydration, or other health complications that may result from exercise.

3.2 No Liability for Injuries: To the maximum extent permitted by law, Fitton and its affiliates, officers, employees, and agents will **not be liable for any injuries, damages, or harm** you sustain as a result of your use of the Service or participation in recommended activities. **You assume full responsibility for any personal injury or property damage** that may occur while using the Service. You agree to release and hold harmless Fitton (and its affiliated parties) from any claims or liability arising from your participation in workouts, competitions, duels, or other physical activities facilitated by the Service.

3.3 User Responsibility: You are responsible for using common sense and exercising in a safe environment. Ensure you have adequate space, proper equipment, and appropriate attire for any exercises. **Stop and seek medical attention if you suspect you have experienced an injury or health issue** while using the Service. You agree that **your use of any workout routines, fitness games, or AI feedback in Fitton is at your own risk**, and you will not hold us responsible for any outcomes.

4. Virtual Currency and Tokens

4.1 In-App Currencies (Diamonds and Stars): Fitton uses virtual, in-app currencies known as **Diamonds** and **Stars** to enhance the gamified fitness experience. **Diamonds** may be earned through in-app activities (for example, completing workouts, winning duels, or participating in challenges), and **Stars** are digital items provided by Telegram that can be purchased and used within Telegram mini-apps . These virtual currencies can be used within Fitton for various purposes such as entering competitions, enhancing your ranking, or engaging in duels.

4.2 No Real-World Value: Diamonds and Stars have no cash value and are not real money. They cannot be exchanged for real currency, and terms like "buy," "sell," or "spend" in relation to these in-app currencies refer only to gameplay elements. All purchases or exchanges of Stars or Diamonds are final, and non-refundable (unless required by applicable law). Fitton does not allow or recognize any external sales or transfers of Diamonds or Stars; any attempt to trade these outside of the Service is prohibited.

4.3 Telegram Stars: If you choose to acquire or use **Telegram Stars** in Fitton, your purchase and use of Stars is also subject to Telegram's **Terms of Service for Telegram Stars**. Telegram may handle the payment processing for Stars via Apple, Google, or other authorized methods, and we do not control those transactions. Any issues with purchasing Stars (such as payment failures) should be addressed to the relevant payment platform or Telegram. Fitton simply enables the use of Stars within our mini-app; we do not issue or redeem Stars for cash.

4.4 Emerging Tokens and Crypto Integration: Fitton plans to introduce **blockchain-based tokens** in the near future (potentially including tokens tradable on the TON blockchain or similar platforms). Such tokens might be used to represent in-app assets, enable crypto-based rewards, affect user rankings, or facilitate peer-to-peer duels and competitions. If and when these tokens are launched:

- **Token Nature:** These tokens will be considered a form of **virtual currency** within Fitton's ecosystem. They may be tradable outside the Service on third-party exchanges or platforms; however, **within Fitton, their primary use will be for in-app functionality** (for example, entering high-stakes competitions or staking in duels).
- **No Value Guarantee:** Fitton **does not guarantee any specific value or stability** of any token. The market value of a token (if traded externally) can be volatile and fluctuate. **You assume all risk associated with acquiring, holding, or trading any such tokens**. We will not compensate you for any loss in token value, and we make no representation that tokens will hold any particular value or that they can be exchanged for real money.
- **Regulatory Compliance:** You are responsible for understanding and complying with any legal obligations concerning the use or transfer of such tokens in your jurisdiction (including any tax implications). We may restrict token features in certain regions if required by law.
- **In-App Use and Forfeiture:** Use of tokens in Fitton is subject to these Terms. Tokens may be required or consumed for certain features (e.g., participating in special events or wager-based fitness duels). We reserve the right to **limit, modify, or eliminate tokens or token functionality** at any time. If your account is terminated or banned (see Section 10), you may lose access to any tokens or virtual currency associated with your account without refund or compensation.

4.5 Loss or Technical Issues: We are not responsible for loss of Diamonds, Stars, or tokens due to user error or technical issues not caused by us. For example, if you accidentally delete your Telegram account, reset your device, or lose access to your crypto wallet (for blockchain tokens), any associated in-app currency or tokens may become irretrievable. **If a verified technical fault of our Service causes an incorrect deduction or loss of your in-app currency, we may (at our discretion) restore the affected currency**. Outside of such cases, we have no obligation to reimburse virtual currency. Under no circumstances will Fitton be liable for any indirect or consequential damages arising from loss of virtual currency or tokens.

5. Subscription and Payments

5.1 Current Free Access: Fitton is currently provided to users free of charge. However, we reserve the right to introduce premium features or subscription plans in the future. We will clearly inform users of any transition from free to paid services, including the pricing, features, and terms of any subscription or purchase before you incur any charges.

5.2 Future Subscription Plans: If Fitton introduces **paid subscription plans** or one-time purchase features, those offerings will be subject to additional terms at launch. Generally, subscription plans would grant you access to enhanced content or features (for example, advanced workouts, exclusive competitions, or ad-free usage) in exchange for recurring fees (monthly, annual, or as otherwise specified). You will have the opportunity to review any such terms and pricing before subscribing.

5.3 Payment Processing: All payments for Fitton's future paid services will be handled via trusted third-party payment processors. Depending on the platform, this could include **Telegram's payment system (for Stars purchases), mobile app store billing** (e.g., Apple App Store or Google Play in-app purchases), **Stripe or similar payment gateways**, or other payment partners. Fitton does not collect or store your full payment card details; payments are subject to the **terms and policies of the third-party processor** you use . We are not responsible for errors or security issues on the part of these payment providers.

5.4 Recurring Billing & Auto-Renewal: If you subscribe to a periodic plan (e.g., monthly), **your subscription will automatically renew** at the end of each billing cycle unless you cancel beforehand. You authorize us and our payment processors to charge your chosen payment method for each renewal until you cancel. We will notify you of the renewal charges and any changes in pricing in accordance with applicable laws (e.g., via the app or email). You can cancel a subscription at any time, but **termination will only take effect at the end of your current paid period** – simply uninstalling the app or deleting your account will not automatically cancel recurring payments .

5.5 No Refunds Policy: All purchases and subscription fees for Fitton services are final and non-refundable, except where required by law. This means that if you choose to cancel a subscription or if your account is terminated for violating these Terms, you will not receive a refund or credit for any remaining period or unused features. We may consider exceptions at our sole discretion in extenuating circumstances, but we are under no obligation to provide refunds. If you believe you have a compelling case for a refund (for example, if you were unable to access the Service due to our fault), you may contact us, but we **do not guarantee** any refund.

5.6 Changes to Pricing or Plans: Fitton may adjust the pricing of subscriptions or introduce new paid features over time. We will provide advance notice of any **material changes in pricing or plans** and such changes will typically apply only after the end of your current billing period or any promotional period you are in. If you do not agree to a price change, you must cancel your subscription before the next billing cycle. Continuing to use the premium service after a price change takes effect constitutes your acceptance of the new price.

5.7 Free Trials and Promotions: Fitton may offer free trials or limited-time promotional access to paid features. Such trials are subject to these Terms and any additional terms communicated with the offer. **After a free trial ends**, if you have not cancelled and the trial was attached to a subscription sign-up, you may be automatically enrolled into the corresponding paid subscription and charged, unless otherwise stated. Each user is limited to one free trial unless we specify otherwise.

6. Data Collection and Privacy

6.1 Personal Data Collected: Fitton is designed to collect **minimal personal data**. The primary pieces of information we collect and use are:

- **Telegram Profile Information:** When you use Fitton via Telegram, we receive your basic Telegram profile data, specifically your Telegram user ID (a numeric identifier), your Telegram display name and username, and your avatar (profile picture) if provided. This allows us to identify your account within Fitton and personalize your experience.
- **Device and App Usage Information:** We may collect information about the device you use to access Fitton (such as device model, operating system, and app version) and usage logs (such as feature usage, timestamps, and error logs) to improve our Service and ensure security.
- **Fitness Activity Data:** We record data that you generate through using Fitton's features – for example, workout statistics (e.g., number of repetitions, scores, or points earned), challenge and duel outcomes, leaderboard rankings, and other in-app achievements. This information is tied to your user ID and used to operate the gamification aspects of the platform.

6.2 Pose-Estimation and Camera Data: Fitton includes an AI-powered **pose estimation** feature which provides feedback on your exercises using your device's camera. **This feature processes video/images on your device (on-device processing) whenever possible for real-time feedback**. We do not transmit your live camera feed to our servers for pose analysis, and we do not store any video or images of you by default as part of the pose-estimation feature. Only derived data (like counts of reps or form scores) may be sent to our servers to update your workout stats. However, you should be aware that using this feature means your device's camera is active, and you should ensure you are in a safe and private environment when exercising.

6.3 Use of Data: The personal and activity data we collect is used solely for legitimate purposes of providing and improving the Service. This includes:

- Operating the fitness and gamification features (e.g., calculating your points, updating leaderboards, matching you with opponents in duels or squads).
- Personalizing your experience (e.g., showing your profile name on leaderboards, tailoring workout suggestions).
- Maintaining the Service's functionality and security (e.g., monitoring for cheating or multi-account abuse as per Section 10, debugging issues).
- Communicating with you (e.g., sending you notifications of challenge results or important updates within the Telegram app).

6.4 Data Privacy and Sharing: We take user privacy seriously. Fitton does **not sell or rent** your personal data to third parties. We do not share your information with third parties except in the following situations:

- With service providers or partners who assist us in operating the Service (for example, cloud hosting providers for storing data, or analytics providers), and then only to the extent necessary and under strict data protection obligations.
- If we integrate third-party services that you opt to connect (see Section 9), with your consent we may share relevant data to enable those integrations (e.g., sharing your step count with a health app if you choose to link it).
- If required by law, regulation, or legal process (such as to comply with a court order or law enforcement request), or to protect the rights, property, or safety of Fitton, our users, or the public.

6.5 Security: We employ reasonable technical and organizational measures to protect the data we collect from unauthorized access, disclosure, or destruction. However, no system is completely secure. **By using Fitton, you acknowledge that you provide data at your own risk** and that we cannot guarantee absolute security of your information.

6.6 Privacy Policy: For further details on how we handle personal data, please refer to our Privacy Policy (if available separately). The Privacy Policy is hereby incorporated into these Terms by reference. In the event of any conflict between these Terms and the Privacy Policy regarding data practices, the Privacy Policy will govern.

7. User Content and Intellectual Property

7.1 User-Generated Content: As you use Fitton, you may create, submit, or generate content that is associated with your account. This may include, for example, your workout records, performance statistics, personal progress photos (if that feature exists), squad or team chat messages, and any other material you input into the Service (collectively, "**User Content**"). You retain all **ownership rights** in the User Content that you individually create and submit. **Fitton does not claim ownership of your User Content**, and these Terms do not grant us any ownership rights in your content.

7.2 License to Fitton: In order for us to operate the Service, we need certain permissions from you regarding your User Content. **By using the Service and submitting or generating User Content, you grant Fitton a worldwide, non-exclusive, royalty-free license to use, reproduce, distribute, modify, adapt, and display your User Content, but only for the purposes of operating, developing, and providing the Service** (for example, to display your workout stats on your personal dashboard, to show your username and scores on a public leaderboard, or to share your duel results with the opponent). We will not use your personal User Content for any unrelated commercial purpose outside of the Service without your explicit consent. This license ends when you delete the content from the Service or your account, except to the extent that the content has been shared with others as part of the Service and they have not deleted it.

7.3 Public Leaderboards and Profiles: Fitton includes social and competitive features like leaderboards, squad listings, or duel rankings where certain User Content (like your username, avatar, fitness achievements, or high scores) may be visible to other users. By participating in these aspects of the Service, you agree that such relevant information can be displayed to others. **Fitton does not exploit this content outside the platform** – for example, we won't use your personal workout data or profile in external marketing materials without your permission. However, anonymized or aggregated data (which does not identify you personally) may be used by us for analytics or promotional purposes.

7.4 No Unlawful or Infringing Content: You represent and warrant that **you have all necessary rights to the User Content** you provide and that such content does not infringe or violate the rights of any third party (for example, if you upload a photo or text, it should be your own or you have permission). You further agree that you will not use Fitton to create, upload, or distribute any content that: (a) is unlawful, defamatory, obscene, harassing, or objectionable; (b) contains personal data of others without consent; (c) could harm or exploit minors; or (d) violates any applicable law or regulation. Fitton is **not responsible for User Content** that you or other users post, and we do not actively monitor all content. However, if it comes to our attention that content violates these Terms or the law, we reserve the right to remove or disable access to such content.

7.5 Intellectual Property Rights in the Service: All content and materials provided by Fitton as part of the Service (excluding User Content) – including but not limited to software, code, design, text, graphics, logos, trademarks, and any Fitton-specific terminology or branding – are the **property of Fitfun Limited or its licensors** and are protected by intellectual property laws. Fitton grants you a limited, revocable, non-exclusive, non-transferable license to access and use the Service and Fitton-provided content **for your personal, non-commercial use only**. You may not copy, modify, distribute, sell, or lease any part of our proprietary content or software, nor reverse engineer or attempt to extract the source code of our software, except as permitted by law. Any feedback or suggestions you provide to us regarding the Service may be used by us without obligation to you.

8. Social Features and User Interactions

8.1 Community Features: Fitton includes interactive and social features that allow you to engage with other users, such as duels (1-on-1 fitness challenges), **squads or teams** (group competitions and leaderboards), and possibly chat or messaging within those groups. These features are intended to foster motivation and friendly competition. **Your interactions with other users are at your own discretion and risk**. You agree to treat others with respect and follow any community guidelines we may issue. Fitton is not responsible for the conduct of any user and does not guarantee that other users will behave appropriately or adhere to these Terms.

8.2 Limited Moderation: Please note that Fitton's social spaces (like squad chats or duel communications) are **largely automated and not actively moderated by Fitton staff**. We rely on community self-regulation and automated bot enforcement for basic rules (for example, the Service might automatically prevent certain cheating behaviors or flag offensive keywords). However, we do **not provide real-time monitoring or dedicated support moderators** to oversee all user content. As a result, you may encounter user-generated content or behavior that is offensive, inaccurate, or otherwise objectionable. If you do, you can report it to us (through any provided in-app reporting tools or via our contact email), but we make no guarantee of prompt action.

8.3 User Conduct Guidelines: When engaging in duels, squads, or any public or semi-public forum on Fitton, you agree **not to**:

- Harass, bully, threaten, or impersonate other users.
- Post or share content that is illegal, obscene, hateful, or violates any third-party rights.
- Cheat, hack, or use any unauthorized means to manipulate outcomes of games or competitions (such as using bots, exploiting software bugs, or **multi-accounting/smurfing** to gain unfair advantage).
- Advertise or promote products/services unrelated to Fitton, or spam others with unwanted messages.
- Disseminate false or misleading information (for example, lying about your identity or fitness achievements).

We reserve the right (but have no obligation) to remove or edit communications or content that violate these guidelines, and to suspend or terminate accounts of repeat offenders.

8.4 No Liability for User Interactions: Any **arrangements, communications, or disputes** that you have with other individuals through Fitton are strictly between you and the other party. Fitton is **not responsible or liable** for any loss or damage of any kind incurred as a result of any interaction or transaction between users. This includes, but is not limited to, disputes over contest results, personal disagreements within a squad, or issues arising from user-organized meetups or events. Nonetheless, we reserve the right to intervene in such disputes at our discretion if a user's behavior violates these Terms or threatens the safety of the platform, but we do not have an obligation to mediate.

8.5 No Dedicated Support or Coaching: While Fitton provides an interactive platform, we do not promise any personalized coaching, support, or conflict resolution. Our primary support channel is automated or self-help (via FAQs or bots). Direct support inquiries may be addressed as time permits, but there is **no guarantee of individualized support service**. By using the social features, you accept that the community experience is largely user-driven.

9. Third-Party Services and Integrations

9.1 Telegram Platform: Fitton's current operation within Telegram means that Telegram itself is a **third-party platform** whose services and software you are using in conjunction with Fitton. Your use of Telegram is governed by Telegram's own terms and policies, which are separate from ours. Fitton has no control over Telegram's services, uptime, data handling, or business decisions. Therefore, **we are not liable for any issues attributable to the Telegram platform**, including but not limited to: Telegram outages or downtime that make Fitton inaccessible, changes in Telegram's policies or APIs that affect Fitton's functionality, or any data breaches or security issues originating from Telegram's systems. If Telegram discontinues or restricts the mini app platform, Fitton's availability may be impacted, and you agree that such events are outside our control.

9.2 Future Integrations: To enhance your fitness experience, Fitton may integrate with or connect to external services or devices. For example, we may offer optional integration with **Google Maps** (to map runs or show location-based challenges), synchronization with **health and fitness APIs** (like Google Fit, Apple HealthKit, or wearables data to import your step count or heart rate), or linking with third-party fitness apps such as **Nike Running Club** to import/export activity data. If you choose to connect Fitton with any third-party service:

- You may be asked to grant permission for Fitton to access certain data from that service (e.g., your location, step count, etc.). **It's your choice** whether to enable an integration, and you can revoke permissions at any time.
- The data obtained from third parties is subject to the third party's accuracy and availability. Fitton **does not guarantee** the completeness or accuracy of data coming from external sources (for example, if a map API provides incorrect location information or a health API miscounts steps, we are not responsible for those errors).
- **Third-Party Terms:** Your use of third-party services through Fitton is subject to those services' own terms of use and privacy policies. For instance, if you integrate Google Maps, you must comply with Google's terms; if you use Apple HealthKit data, Apple's terms for HealthKit apply. **Fitton is not responsible for third-party terms or breaches**. If a third-party service imposes additional requirements (such as age limits, fees, or data sharing restrictions), you are responsible for complying with them.

9.3 Third-Party Content and Links: The Service may display or contain links to third-party websites or content (for example, a link to a fitness article, or a promotion from a partner). These are provided for convenience or potential benefit to users. Fitton **does not endorse or assume any responsibility for third-party websites or materials**. If you click a third-party link, you do so at your own risk, and you should be aware that you will be subject to the third party's terms and policies, not ours.

9.4 No Warranty for Third-Party Tools: Any third-party software libraries, SDKs, or tools (including AI or computer vision libraries for pose estimation, map APIs, etc.) that are incorporated in the Service are provided "as is" by those third-party providers. Fitton makes no warranties or representations regarding such third-party components, and **disclaims all liability for issues arising from them**. For example, if an AI service from a third party is used for pose estimation or rep counting, we cannot guarantee it will always function error-free or be available 100% of the time.

10. Enforcement, Suspension and Termination

10.1 Grounds for Suspension or Ban: Fitton is committed to maintaining a fair and safe environment for all users. **We reserve the right to suspend, restrict, or terminate your access to the Service at any time, with or without notice, if we, in our sole discretion, determine that:**

- **Violation of Terms:** You have violated these Terms or any applicable law or regulation.
- **Smurfing / Multiple Accounts:** You are engaging in "smurfing," maintaining multiple accounts, or other deceptive strategies to gain unfair advantages in competitions or to manipulate rankings and rewards. Each individual is generally limited to one primary account; creating fake or secondary accounts to exploit the system is prohibited.
- **Cheating or Exploitation:** You use unauthorized methods or software to cheat, farm rewards, or circumvent game mechanics (e.g., using scripts, bots, VPNs to fake location or participation, exploiting bugs or loopholes, etc.).
- **Abuse of Token Economy:** Your actions are deemed to abuse the token or in-app currency system, such as attempting to manipulate token value, fraudulently earn Diamonds/Stars, engage in money laundering, or otherwise disrupt the intended economics of the platform.
- **Harassment or Misconduct:** You have harassed, threatened, or endangered other users, or otherwise acted in a manner that we deem abusive or significantly detrimental to the community.
- **False Information or Impersonation:** You have provided false information to us or impersonated someone else.
- **Security or Fraud Risk:** Your account has been involved in fraud, hacking attempts, or poses a security risk to the Service or other users.

10.2 Effect of Suspension/Termination: If your account is suspended or terminated for any reason:

- You **may lose access to all aspects of the Service**, including any workouts, stats, or virtual items associated with your account (such as Diamonds, Stars, or tokens). In such cases, Fitton is **not obligated to compensate you** for these losses .
- Any upcoming duels or participation in squads may be cancelled or forfeited.
- We may also terminate other accounts that we determine are linked to the offending account (for instance, if you created multiple accounts to evade a ban).
- Your license to use the Service and any permission to use Fitton's content ends immediately.

10.3 Enforcement Actions: We may take other actions we deem necessary to enforce these Terms, including **removing or adjusting your in-app rankings, revoking earned rewards**, or **deducting virtual currency** (for example, if you earned Diamonds through exploitative means, we reserve the right to reset your Diamond balance to a fair level). Telegram, as the platform provider, also retains the right to **withhold or debit Stars from your account if you violate Telegram's terms** or engage in refund abuse – this could indirectly affect your Fitton status if Stars are removed due to misconduct.

10.4 No Waiver: Our failure to enforce any particular provision of these Terms in one instance does not waive our right to enforce it in the future. Even if we know of a violation and choose not to act immediately, we may still take enforcement action at a later time.

10.5 Appeal: If you believe your account has been wrongfully suspended or terminated, you may contact us to request a review (provide relevant information or context). We will consider such requests at our discretion, but we are not obligated to reinstatement. All decisions by Fitton regarding account termination are final.

11. Disclaimers; No Warranty

11.1 Service Provided "As Is": Fitton and all of its content, features, and functionalities are provided on an **"as is" and "as available"** basis. **Fitton disclaims any and all warranties and representations of any kind, express or implied**, with respect to the Service. This includes, but is not limited to, **implied warranties of merchantability, fitness for a particular purpose, and non-infringement**. We do not warrant that the Service will meet your expectations or requirements, that it will be uninterrupted, secure, or error-free, or that any results (e.g., fitness outcomes or game standings) will be accurate or reliable.

11.2 No Guarantee of Results or Health Outcomes: We make **no guarantee that using Fitton will improve your fitness, health, or particular skills**, or that you will achieve any specific goals. Any **fitness or health information** provided is general in nature and **may not be suitable for everyone**. You use the information and programs on Fitton at your own discretion. **User experiences may vary**.

11.3 Technology and AI Disclaimers: Some features of Fitton, including the pose-estimation feedback and any AI-generated tips or content, rely on advanced technology that may not always function perfectly. **You acknowledge that outputs from Fitton's AI or computer-vision systems may contain errors, inaccuracies, or omissions**. For example, the pose estimation might miscount your repetitions or misidentify your form. Fitton **disclaims liability for any decisions you make in reliance on automated feedback**. Always use your own judgment and, when in doubt, seek human professional guidance.

11.4 Service Availability: We strive to keep Fitton operational and accessible, but **we do not guarantee that the Service will always be available or error-free**. Downtime, delays, or errors can occur for many reasons, including technical problems, maintenance, or factors outside our control (like issues with Telegram or internet outages). **You agree that Fitton is not liable for any inconvenience or loss (such as loss of data or progress) caused by service interruptions.**

11.5 Third-Party Content and Services: Fitton may present content from or links to third parties, and may integrate third-party services. **We are not responsible for any third-party content or services** and provide no warranty as to their quality, accuracy, or suitability. Use of third-party services is entirely at your own risk and may be subject to additional terms as noted in Section 9.

11.6 No Medical Warranty: Fitton makes **no warranty or representation regarding the safety or efficacy of any exercise or activity** suggested in the Service. As stated, Fitton is not medical advice. **Any health or fitness information is used at your own risk**, and Fitton is not liable for injuries or health issues you may experience (see Section 3 on Assumption of Risk). We also do not warrant that any nutritional suggestions (if any provided in future) are accurate or allergen-free; you must use personal caution and consult professionals as needed.

12. Limitation of Liability

12.1 Exclusion of Certain Damages: To the fullest extent permitted by law, in no event will Fitfun Limited or its directors, officers, employees, partners, or agents be liable for any **indirect, incidental, special, consequential, or punitive damages** whatsoever, including but not limited to damages for lost profits, lost data, personal injury, pain and suffering, emotional distress, or other intangible losses arising out of or related to your use of (or inability to use) Fitton . This limitation applies even if we have been advised of the possibility of such damages.

12.2 Cap on Liability: To the extent that any liability is not legally excludable, **the total liability of Fitfun Limited and its affiliates to you for all claims arising out of or relating to the use of or any inability to use any portion of the Service or otherwise under these Terms, whether in contract, tort, or otherwise, is limited to the greater of: (a) the amount you have paid to us for use of the Service in the 3 months prior to the claim (if any), or (b) GBP £100.00**. In jurisdictions that do not allow the exclusion or limitation of certain damages, the above limitation may not apply to you in its entirety, but will apply to the maximum extent permitted by law.

12.3 User's Responsibility: You acknowledge and agree that the **disclaimers and limitations of liability set forth in these Terms are fundamental elements of the agreement** between you and Fitton. Fitton would not be able to provide the Service on an economically feasible basis without such limitations. This Section 12 shall survive any termination of your relationship with Fitton.

13. Governing Law and Jurisdiction

13.1 Governing Law: These Terms and any dispute or claim arising out of or in connection with these Terms or your use of the Service (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the **United Kingdom**, without regard to its conflict of law principles. If you are using the Service as a consumer in a jurisdiction with mandatory consumer protection laws, nothing in these Terms shall affect any rights you may have under such mandatory provisions of law.

13.2 Jurisdiction: You agree that any dispute or claim that cannot be resolved through our internal dispute resolution process (if any) shall be brought exclusively in the **courts of England and Wales** (or the applicable courts of the United Kingdom if jurisdictionally appropriate). You and Fitton both consent to the personal jurisdiction of such courts . However, we reserve the right to seek injunctive relief in any jurisdiction in order to prevent irreparable harm (e.g., intellectual property infringement).

13.3 Operated by Fitfun Limited: Fitton is operated by **Fitfun Limited**, a company registered in the UK (Company No. 15923379). Our registered office address and contact information are provided in the Service or on our website. If you are a resident of the UK or EU, you may have certain rights to cancel services or contracts; we will abide by applicable consumer laws. However, given the digital and virtual nature of Fitton's offerings, you acknowledge that once virtual content is delivered or accessed, cancellation rights may not apply.

13.4 International Use: Fitton is accessible worldwide, but not all features may be available to all persons or in all geographic locations. If you choose to access or use the Service from locations outside the UK, you do so at your own initiative and are responsible for compliance with local laws. We reserve the right to limit the availability of the Service, in whole or in part, to any person, geographic area, or jurisdiction, at any time.

14. Miscellaneous

14.1 Changes to the Service: We may modify, update, or discontinue the Service (or any part of it) at any time, either temporarily or permanently, with or without notice. This could include adding or removing features, game modes, virtual items, or any other aspect. You agree that Fitton shall not be liable to you or any third party for any such modification, suspension, or discontinuation of the Service. If you are dissatisfied with any changes to the Service or these Terms, your sole remedy is to stop using Fitton.

14.2 Entire Agreement: These Terms (and any additional terms, such as a Privacy Policy or guidelines, that are incorporated by reference) constitute the entire agreement between you and Fitton regarding your use of the Service, and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter . Neither you nor Fitton is relying on any statement or promise that isn't in these written Terms.

14.3 Severability: If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect . Our failure to enforce any provision or right under these Terms shall not constitute a waiver of that provision or any other provision in these Terms.

14.4 Assignment: You may not assign or transfer these Terms or any rights or obligations under these Terms, by operation of law or otherwise, without our prior written consent. Fitton may freely assign or transfer these Terms (in whole or in part) as part of a merger, acquisition, corporate reorganization, or sale of assets, or by operation of law or otherwise . These Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.

14.5 No Waiver: No failure or delay by Fitton in exercising any right, power, or remedy under these Terms shall operate as a waiver of any such right, power, or remedy . Any waiver to be effective must be in writing, and any waiver of a breach of these Terms shall not imply a waiver of any subsequent breach.

14.6 Notices: Fitton may provide notices or communications to you through the Service (e.g., via Telegram notifications or in-app alerts), by email (if provided), or by other reasonable means. Any notices to Fitton should be sent to our support or legal contact provided. It is your responsibility to keep your contact information (especially your Telegram account) up to date to receive important notices.

14.7 Contact Information: If you have any questions or concerns about these Terms or the Service, you may contact us at the support contact provided within the Fitton app or via our official website. We will endeavor to respond to inquiries, but as noted, we do not guarantee individualized support response.

By using the Fitton Service, you acknowledge that you have read, understood, and agree to these Terms of Service. Thank you for being a part of the Fitton community – **gamify your fitness responsibly and have fun getting fit!**