Account Center

Welcome to the Hammer MV Account Center. Here you can find information and links to updating your account.

Update Your Profile Information

Your profile information may include items such as your name, email address, location and address.

Guide to updating your information on:

Updating Your Password

Guide to updating your password and login information on:

Premium Services

If you would like to manage your premium subscriptions you can find more information below.

Push Notifications

If you would like to manage your push notifications visit the links below. We believe that push notifications help motivate and foster success, and have outlined how you can update these notifications to best fit your preferences.

Privacy Policy and Terms

- **Privacy** The policy outlines how we collect, use, share, and protect your personal data.
- Transparency & Choice You control what, how, and when you share your personal data with Hammer MV. We want you to easily understand your rights and our obligations to you. So, we've tried to use plain language throughout the Terms and Privacy Policy.

We believe you should be able to control the use of your personal data - and know that you can ask us to stop. Over the next few months, we will be rolling out a series of changes to how you interact with the privacy tools within our Fitness and Wellness and apps. This will allow you to more easily exercise choice; including how you provide your consent for certain use, collection, and sharing of personal data.

 Terms - To streamline the terms and make them easier to understand, we moved some content related to user privacy and personal data into our Privacy Policy

These changes will go into effect on April1, 2020. For more information, we encourage you to read the full text of the Privacy Policy and the Terms. If you have any questions, please <u>contact us</u> via our support portal.

Privacy Policy

At Hammer MV, our mission is to make consumers and end-users better by enabling their ability to achieve their goals through our passion, design, and the relentless pursuit of innovation. Our Privacy Policy describes how we collect and process your Personal Data through our App. We encourage you to read this Privacy Policy as well as our <u>Terms and Conditions of Use</u> (referred to throughout as our "**Terms**").

BY USING THE SERVICES, YOU CONSENT TO THE COLLECTION, USE AND TRANSFER OF YOUR PERSONAL DATA FOR PROCESSING IN MALDIVES AS DESCRIBED IN THIS PRIVACY POLICY.

Who We Are

We are HAMMER MV, a Premium gym based in Maldives.(collectively referred to herein as "Hammer, Hammer MV," "we," "us," or "our"). We provide Internet and mobile app-based services.

Information About Your Personal Data

This Privacy Policy relates to data about you, your devices, and your interaction with our Services.

"Personal Data" is information that can be used to identify you, directly or indirectly, alone or together with other information. This includes things such as your full name, email address, phone number, precise location, device IDs, certain cookie and network identifiers, and "Fitness and Wellness Data."

Hammer MV collects, uses, discloses and processes Personal Data as outlined in this Privacy Policy, including to operate and improve the Services and our business; for advertising and marketing; and to provide you with innovative fitness and wellness services, as further described in this Privacy Policy.

We may create de-identified or anonymous data from Personal Data by excluding data components (such as your name, email address, or linkable tracking ID) that makes the data personally identifiable to you, through obfuscation, or through other means. Our use of anonymized and de-identified data is not subject to this Privacy Policy.

How We Collect and Use Personal Data

We collect your Personal Data in a number of ways and for various purposes, including:

- 1. When you register for an account or interact with our Services.
- 2. When you input Fitness and Wellness Data within our Services or use our Services that collect or infer such data from mobile device sensors.
- 3. When you use or interact with a wearable or other connected device.

- 4. When you give us permission to collect Location Data.
- 5. When you communicate with us or sign up for promotional materials.
- 6. When you participate in special activities, offers, or programs.
- 7. When you engage with our online communities or advertising.
- 8. When you connect with us through social media.
- 9. When we collect data from third parties or publicly-available sources.
- 10. When we leverage and/or collect cookies, device IDs, Location, data from the environment, and other tracking technologies.
- 11. When we aggregate or centralize data.
- 12. When we link you to friends across platforms.
- 13. When you take fitness tests or assessments; share content or achievements; or invite friends.
- 14. When we provide you geographically relevant Services, offers, or advertising.
- 15. When we comply with Legal Requirements or Obligations, Law Enforcement, and for Public Safety Purposes
- 16. When you participate in our Wewill.City initiatives.

How We Disclose Personal Data

We may disclose your Personal Data for the purposes as described in the prior section of this Privacy Policy, in the Location-Specific Disclosures section, and in the following ways:

- 1. To Affiliates and Partners
- 2. To other Hammer Registered Users.
- 3. For Advertising and Marketing.
- 4. For Certain Analytics and Improvement
- 5. For Interest-Based Advertising.
- 6. For Legal Compliance, Law Enforcement, and Public Safety Purposes
- 7. In the event of an actual or contemplated sale.

Data Retention

We will retain your Personal Data for as long as you maintain an account or as otherwise necessary to provide you the Services. We will also retain your Personal Data as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

Where we no longer need to process your Personal Data for the purposes set out in this Privacy Policy, we will delete your Personal Data from our systems.

Security

We implement appropriate technical and organizational safeguards to protect against unauthorized or unlawful processing of Personal Data and against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Please be advised, however, that we cannot fully eliminate security risks associated with the storage and transmission of Personal Data.

How to Contact Us

If you have any questions, comments, or concerns about how we handle your Personal Data, then you may contact us through our Support Team or write to us at:

The Hammer Fareedhee Magu, Malé, Maldives

Terms and Conditions of Use

At Hammer MV ,our mission is to make consumers and end-users better by enabling their ability to achieve their goals through our passion, design, and the relentless pursuit of innovation. Our Privacy Policy describes how we collect and process your Personal Data through our App. We encourage you to read this Privacy Policy as well as our <u>Terms and Conditions of Use</u> (referred to throughout as our "**Terms**").

THESE TERMS INCLUDE A BINDING ARBITRATION CLAUSE YOUR CHOICE TO MAINTAIN AN ACCOUNT, ACCESS OR USE THE SERVICES (REGARDLESS OF WHETHER YOU CREATE AN ACCOUNT WITH US) CONSTITUTES YOUR AGREEMENT TO THESE TERMS AND OUR PRIVACY POLICY, WHICH IS INCORPORATED INTO THE TERMS. IF YOU DISAGREE

WITH ANY PART OF THE TERMS, THEN YOU ARE NOT PERMITTED TO USE OUR SERVICES.

Please note that by accessing or using our Services, your Personal Data (as that term is defined in the <u>Privacy Policy</u> and User-Generated Content (defined below) that you share with one part of the Service may also be shared among the entirety of Hammer MV and its Services.

1. Use of the Services and Your Account

Your Account

You may need to create an Hammer MV account to access the Services, and it's important that the information associated with your account is accurate and up-to-date (particularly your email address - if you ever forget your password, a working email address is often the only way for us to verify your identity and help you log back in).

You may need to register for an Hammer MV account to access or use certain Services. Your account may also automatically provide you access and means to use any new Services.

When you create an account for any of our Services, you must provide us with accurate and complete information as prompted by the account creation and registration process, and keep that information up to date. Otherwise, some of our Services may not operate correctly, and we may not be able to contact you with important notices.

You are responsible for maintaining the confidentiality of any and all actions that take place while using your account, and must notify our Support Team right away of any actual or suspected loss, theft, or unauthorized use of your account or account password. We are not responsible for any loss that results from unauthorized use of your username and password.

Service Updates, Changes and Limitations

The Services change frequently, and their form and functionality may change without prior notice to you.

We may provide updates (including automatic updates) for certain Services as and when we see fit. This may include upgrades, modifications, bug

fixes, patches and other error corrections and/or new features (collectively, "Updates"). Certain portions of our Services may not properly operate if you do not install all Updates. You acknowledge and agree that the Service may not work properly if you do not allow such Updates and you expressly consent to automatic Updates. Further, you agree that the Terms (and any additional modifications of the same) will apply to any and all Updates to the Services. We may change, suspend, or discontinue any or all of the Services at any time, including the availability of any product, feature, database, or Content. In addition, we have no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of any Service. We may also impose limits on certain Services or restrict your access to part or all of the Services without notice or liability.

Service Monitoring and Suspension

We reserve the right, but have no obligation, to monitor any accounts and/or activities conducted through or in any way related to the Services (including inviting a fellow user into a community or group), as well as any user's use of or access to Personal Data, and profiles of other users.

We may also deactivate, terminate or suspend your account or access to certain Services at any time: (1) if we, in our sole discretion, determine you are or have been in violation of these Terms or the spirit thereof (as highlighted in our Community Guidelines), (2) if we, in our sole discretion, determine you have created risk or possible legal exposure for Hammer MV, the general public, aHammer third party, or any user of our Services, (3) in response to requests by law enforcement or other government agencies, (4) upon discontinuation or material modification of any Services, or (5) due to unexpected technical issues or problems. We will endeavor to notify you by email or the next time you attempt to access your account after any such deactivation, termination or suspension.

Security

Please let us know right away if you believe your account has been hacked or compromised.

We care about the security of our users. While we work hard to protect the security of your Personal Data, User-Generated Content, and account, we cannot guarantee that unauthorized third parties will not be able to defeat our security measures. Please notify our Support Team immediately of any actual or suspected breach or unauthorized access or use of your account.

Our License to You

You are welcome to access and use the UA Content and Services. We work hard to provide a great experience for our users, so please respect our intellectual property rights and only use the UA Content and Services as intended. This includes not using any UA Content or Services for commercial purposes without our permission. We do have APIs and other tools you can use to help create your own apps and products. Contact us to find out more.

Subject to your compliance with these Terms, we grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services and UA Content for your own personal, noncommercial purposes, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, sell, assign, sublicense, grant a security interest in, transfer or otherwise commercially exploit any right in the UA Content or Services.

Your Feedback

We appreciate your feedback and can freely use your suggestions to make Hammer MV and users around the world better. Thank you and keep the ideas coming!

Community Guidelines

Our Services are intended to be a safe and supportive environment to help you reach your fitness and wellness goals. You cannot use our services to post inappropriate material, harass people, send spam, violate intellectual property rights, or act inappropriately. Be reasonable and act responsibly.

Social Networking and Logins

You may enable or log in to the Services via various online third-party services, such as social media and social networking services like Facebook or Google. To take advantage of these features and capabilities, we

may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of this integration, the Social Networking Services will provide us with access to certain information you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy. Please remember the way Third Party Services (including Social Networking Services) use, store, and disclose your information is governed solely by the policies of those Third Party Services, and we have no liability or responsibility for the privacy practices or other actions of any third-party website or service that may be enabled within the Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services.

Mobile Application License

We hereby grant you a limited, personal, non-exclusive, non-transferable, non-sublicensable, revocable license to use our applications downloaded directly from a legitimate marketplace, solely in object code format and solely for your personal use for lawful purposes.

App Stores

If you download our applications from a third-party app store (the "App Provider"), you acknowledge and agree that:

- The Terms are an agreement between us, and not with the App Provider. As between Hammer MV and the App Provider, Hammer MV is solely responsible for its applications;
- The App Provider has no obligation to provide any maintenance and support services with respect to the Hammer MV applications;
- In the event of any failure of the Hammer MV applications to conform to any
 applicable warranty, (i) you may notify the App Provider and the App Provider
 may refund the purchase price for the applications to you (if applicable), (ii) to
 the maximum extent permitted by applicable law, the App Provider will have
 no other warranty obligation whatsoever with respect to the applications, and
 (iii) any other claims, losses, liabilities, damages, costs or expenses

- attributable to any failure to conform to any warranty will be, as between Hammer MV and the App Provider, Hammer MV responsibility;
- The App Provider is not responsible for addressing any claims you have relating to the applications or your possession and use of the applications;
- If a third party claims an application infringes another party's intellectual
 property rights, as between the App Provider and Hammer MV, Hammer MV
 will be responsible for the investigation, defense, settlement and discharge of
 any such claim to the extent required by these Terms;
- The App Provider and its subsidiaries are third-party beneficiaries of these
 Terms as it relates to your license to the applications. Upon your acceptance
 of these Terms, the App Provider will have the right (and will be deemed to
 have accepted the right) to enforce these Terms as related to your license of
 the applications against you as a third-party beneficiary thereof; and
- You must also comply with all applicable third-party terms of service when using the applications

Termination or Cancellation of Premium Services

If you do not pay the fees or charges due for your use of the Premium Services, we may make reasonable efforts to notify you and resolve the issue; however, we reserve the right to disable or terminate your access to the Premium Services (and may do so without notice).

You can cancel the Premium Services at any time. The cancellation of a Premium Service will go into effect at the end of your current billing cycle, and you will have the same level of access to the Premium Service through the remainder of such billing cycle. For example, if you are billed on a monthly basis and cancel during a given month, you will be charged for the entirety of that month and maintain access to the Premium Service through the end of that month.

There are no refunds for termination or cancellation of your Premium Service. If you no longer wish to subscribe to a Premium Service, it is your responsibility to cancel your Premium Service in due time, regardless of whether or not you actively use the Premium Service.

Fee Changes

To the maximum extent permitted by applicable laws, we may change our prices for Premium Services at any time. We will give you reasonable

notice of any such pricing changes by posting the new prices on or through the applicable Premium Service and/or by sending you an email notification. If you do not wish to pay the new prices, you can cancel the applicable Premium Service prior to the change going into effect.

Not Medical Advice

We aim to provide useful general information for our community, not professional medical advice. The Services are not medical devices, and the data provided by them is not intended to be utilized for medical purposes or to diagnose, treat, cure or prevent any disease, ailment or injury. To the maximum extent permitted by applicable law, you expressly agree we are not providing medical advice via the Services.

Should you have any health related questions, please call or see your physician or other healthcare provider promptly. If you have an emergency, call your physician or your local emergency services immediately.

Accuracy

The Services are intended to provide you with information to encourage you to support your wellness and fitness activities. The data and information provided by the Calorie counter are intended to be a representation of your activity, but may not be completely accurate,

Updates to these Terms

Hammer MV reserves the right to modify these Terms by (i) posting revised Terms on and/or through the Services, and/or (ii) providing advance notice to you of material changes to the Terms, generally via email where practicable, and otherwise through the Services (such as through a notification on the home page of the Hammer MV websites or in our applications). Modifications will not apply retroactively unless required by law.

Product-Specific Terms

We may also require you to agree to additional terms, rules, policies, guidelines, or other conditions (collectively, "Product-Specific Terms" that are specific to certain Services (for example, the Commercial Tools). In such cases, you may be required to expressly consent to

Product-Specific Terms. For instance, you might need to check a box or click on a button marked "I agree." If any of the Product-Specific Terms are different than the Terms, the Product-Specific Terms will supplement, amend, or supersede the Terms, but only with respect to the subject matter of the Product-Specific Terms

Limitation of Liability

We are building the best Services we can for you but we can't promise they will be perfect. We're not liable for various things that could go wrong as a result of your use of the Services.