

Terms of Service

Effective Date: October 9, 2026

Last Updated: October 9, 2026

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Subscriber," "Gym Owner," or "User") and **UnyfyOps** ("Company," "we," "us," or "our") governing your use of the UnyfyOps Gym SaaS platform, associated websites, mobile applications, and third-party integrations (collectively, the "Service").

By registering for an account, accessing, or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service.

1. Description of Service

UnyfyOps provides a cloud-based business management software designed for fitness centers, gyms, and subscription-based local businesses. The Service allows Subscribers to manage member profiles, track attendance via QR code check-ins, record cash payments, display UPI payment links, and send automated notifications (such as membership expiry alerts) to their members ("Members") via the Meta WhatsApp Business API.

2. Account Registration and Responsibilities

- **Eligibility:** You must be at least 18 years old and possess the legal authority to bind your business entity to these Terms.
- **Account Security:** You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. You must notify us immediately of any unauthorized access.
- **Accuracy of Information:** You agree to provide current, accurate, and complete information during registration, including a valid business name, contact number, and Virtual Payment Address (UPI ID).

3. WhatsApp Integration and Meta Compliance

Our Service utilizes the Meta WhatsApp Business API to deliver automated messages. By using this feature, you agree to the following:

- **Consent:** You represent and warrant that you have obtained explicit, verifiable consent from your Members to send them transactional messages via WhatsApp.
- **Acceptable Messaging:** You will not use the Service to send spam, unsolicited marketing, offensive material, or any content that violates the **Meta Platform Terms** or the **WhatsApp Business Messaging Policy**.
- **Suspension by Meta:** UnyfyOps is not responsible if Meta suspends, restricts, or bans your associated WhatsApp sending capability due to policy violations or high negative feedback (user blocks/reports) triggered by your operations.

4. Payment Terms & Subscription

- **UnyfyOps Fees:** Use of the Service is subject to the payment of subscription fees as presented during your onboarding. Fees are billed in advance on a recurring basis (e.g., monthly or annually) and are non-refundable except as legally required.
- **Message Wallet Recharges:** Depending on your plan, automated WhatsApp messages may consume messaging credits. You are responsible for maintaining a sufficient credit balance to ensure uninterrupted message delivery.

- **Changes in Pricing:** We reserve the right to modify our subscription fees upon providing at least 30 days' advance notice.

5. Peer-to-Peer (P2P) Member Payments Disclaimer

UnyfyOps is a software utility, **not a payment gateway, payment aggregator, or financial institution.**

- **Zero Transaction Liability:** The Service allows you to input your UPI ID to dynamically generate a UPI QR code or payment link for your Members. When a Member makes a payment, the funds are transferred directly from the Member's bank account to your bank account via the National Payments Corporation of India (NPCI) network.
- **No Fund Handling:** UnyfyOps never intercepts, holds, or processes Member funds.
- **Dispute Resolution:** We are not responsible for transaction failures, delayed bank settlements, incorrect UPI ID entry by the Gym Owner, or disputes between you and your Members regarding refunds or payments. All financial reconciliation is strictly your responsibility.

6. Intellectual Property Rights

- **UnyfyOps IP:** All rights, title, and interest in the Service, including its underlying source code, algorithms, user interface designs, and branding, are the exclusive property of UnyfyOps.
- **License:** We grant you a limited, non-exclusive, non-transferable, and revocable license to access and use the Service for your internal business operations during your active subscription period.
- **Your Data:** You retain all ownership rights to the member data you input into the Service. You grant UnyfyOps a license to host, process, and display this data solely for the purpose of providing the Service to you.

7. Prohibited Conduct

You agree not to:

- Reverse engineer, decompile, or attempt to extract the source code of the Service.
- Use the Service for any unlawful, fraudulent, or malicious activity.
- Upload any malicious code, viruses, or software that could harm or disrupt the Service.
- Attempt to bypass any security mechanisms or access data belonging to other UnyfyOps subscribers.

8. Disclaimer of Warranties

The Service is provided on an "**AS IS**" and "**AS AVAILABLE**" basis. UnyfyOps makes no warranties, express or implied, regarding the reliability, accuracy, or uninterrupted availability of the Service. We do not guarantee that the Service will be error-free or that third-party integrations (such as WhatsApp delivery or UPI banking networks) will function without delay or interruption.

9. Limitation of Liability

To the maximum extent permitted by applicable law, in no event shall UnyfyOps, its founders, directors, or employees be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or business goodwill arising from your use or inability to use the Service.

In no event shall our total aggregate liability for all claims related to the Service exceed the total amount paid by you to UnyfyOps for the Service during the three (3) months immediately preceding the event giving rise to the claim.

10. Termination

- **By You:** You may terminate your subscription at any time by ceasing to use the Service and cancelling your billing cycle.
- **By UnyfyOps:** We reserve the right to suspend or terminate your access to the Service instantly and without notice if you violate these Terms, fail to pay subscription fees, or engage in conduct that damages our reputation or system integrity.
- **Effect of Termination:** Upon termination, your right to use the Service immediately ceases, and we may delete your account data in accordance with our Privacy Policy.

11. Governing Law and Dispute Resolution

These Terms shall be governed by and construed in accordance with the laws of India, specifically the Information Technology Act, 2000, and its associated rules. Any disputes, claims, or legal proceedings arising out of or relating to these Terms or the Service shall be subject to the exclusive jurisdiction of the competent courts located in **Mumbai, Maharashtra, India.**

12. Changes to These Terms

We may update these Terms from time to time. We will notify you of any material changes via email or an in-app notification. Your continued use of the Service after the effective date of the revised Terms constitutes your acceptance of the changes.

13. Contact Information

If you have any questions or concerns regarding these Terms, please contact us at:

- **Entity:** UnyfyOps
- **Email:** quickcuts.team@gmail.com
- **Address:** Mumbai, Maharashtra, India