

Terms of Service

1. Agreement and Acceptance of Terms

SPIRIT is a fitness equipment and service brand of Dyaco International Inc. (hereinafter referred to as “this Company”), SPIRIT+ APP is an online service provided for SPIRIT fitness equipment (hereinafter referred to as “this Service”), and this membership service term (hereinafter referred to as “this Agreement”) is set up to regulate the rights and obligations of online services provided by this Company. When you join the SPIRIT membership of this Company, you agree to the contents of this Agreement. If you do not agree to the contents of this Agreement, you should stop using this Service immediately.

Description of this Service

This Service provides users with an access to a wealth of integrated contents including the applications, storage spaces, various information, communication and social tools, search services, personalized contents, featured programming, and other items provided on SPIRIT website and iOS and Android system platforms (smartphone, Tablet PC, etc.). Regardless of whether you purchase and use SPIRIT related products or register or use related functions and services, all these are included in the scope of this Service and applicable to this Agreement.

You understand and agree that this Service may contain advertisements and specific messages such as service announcements and management messages from this Company. These advertisements and messages are part of this Service, and you cannot choose not to receive such messages.

You understand that you are solely responsible for providing all necessary equipment for obtaining this Service, and obtaining the access service of this Service. These equipment or access service may include a third-party’s fees (such as personal computers, hard disks, wearable devices, Internet service providers, or telephone charges), and you are solely responsible for these fees including the related fees incurred in the display or transmission of the advertisements.

2. Your Registration Obligations

In order to use this Service, you agree to the following:

- (1) Provide your correct, up-to-date and complete information according to the instruction given in the registration form of this Service.
- (2) Maintain and update your personal information to make sure that your personal

information is correct, updated up-to-date and complete. If you provide any wrong, untrue or incomplete data that affect the accuracy of this Service data or spread false statements, causing damage to the reputation of this Company, this Company has the right to suspend or terminate your account, and refuse you to use this Service.

If you are under the legal age, you can still use this Service (according to the applicable local laws), but the use of your SPIRIT+ APP account must be applied and registered through your parents or legal guardians.

3. SPIRIT+ APP Privacy Policy

This Company respects your privacy. In order to operate this Service, this Company will collect registration data when you register, and may collect specific information about you or your activities when you use this Service, and you agree that we collect, retain, process, and use these data.

4. Member Account, Password and Security

After completing the registration procedure of this Service, you will have at least one account and password. Please note that you have the responsibility to maintain the confidential security of your password and account, and you agree with the following: (a) When your password or account is stolen or any other security problem occurs, you will immediately notify this Company, and (b) Whenever the connection is completed every time, you will log out of your account. This Company cannot and will not be responsible for any loss or damage caused by your noncompliance with this article.

5. System Interruption or Failure

This Service may sometimes have interruption or failure occurred, or cause inconvenience of use, data loss, error, tampering or other economic loss. Therefore, you should take appropriate protective measures yourself when using this Service. This Company shall not be liable for any damages caused by your using (or failing to use) this Service, except for the intentional or gross negligence of this Company.

6. Information or Suggestion

This Service or information or suggestions (including but not limited to sports, health, medical, etc.) obtained through other websites linked to this Service are not guaranteed to be completely correct. This Company has the right to modify or delete the information or suggestions provided by this Service at any time. Before you

make any related plans and decisions, you should still ask professionals for comments and suggestions based on your actual situations to fit your individual needs.

7. Physical Exercise Declaration

Before creating an exercise plan, adjusting the exercise plan, setting an exercise goal, or starting the exercise, please consult the doctor's opinions, and this Service and software do not guarantee that your requirements can be fully satisfied, and the results and data obtained by this Service and software are not guaranteed to be 100% accurate and reliable.

8. User's Obligation and Commitment

You understand that this Service may provide users with a platform or storage space for them to upload, post, display, share or perform, whether it is publicly posted or privately transmitted information, data, texts, software, music, recordings, photos, images, videos, messages, labels, web applications or other data (hereinafter referred to as "content"). You understand that the creators of the content are responsible for their content on their own. This Company will not claim any rights of these contents. This means that you (instead of this Company) should be fully responsible for all contents stored, uploaded, downloaded, posted, emailed, and transmitted or conducts provided by you to others through this Service.

You agree NOT to use this Service for the following conducts:

- (1) Share, upload, post, transmit, distribute, or use any other method to provide illegal, harmful, threatening, insulting, harassing, infringing, defamatory, pornographic, indecent, obscene, invasion of privacy, hateful, racial, ethnic, or other unpleasant content.
- (2) Share, upload, post, email, transmit, distribute or use any other method to provide private or public rights protected by intellectual property laws or other applicable laws, unless you own or control such rights or have obtained all necessary agreements.
- (3) Harm or intend to harm any minors in any way.
- (4) Incorrectly label the source of information shared, uploaded, or posted by you, such as in the name of other individual or organization.
- (5) Share, upload, post, transmit, distribute or use any other method to provide any unsolicited or authorized advertisements, marketing data, spams, chain letters, illegal pyramid schemes or publicity information in any other form
- (6) Share, upload, post, e-mail, transmit, distribute or use any other method to

provide any code that contains computer viruses or program codes, files or program data or other designs that produce interference, destruction or restriction of functions with computer software, hardware or communication equipment.

- (7) Interfere or interrupt this Service or its device, storage equipment, server, or network connected to this Service, or violate any requirement, procedure, policy or rule of the network connected to this Service including the use of any device, software or eliminate the routinely neglected and automatically searched title of this Service.
- (8) Attempt to explore, scan or test the loopholes of the system or network, or violate the security or certification measures.
- (9) Intentionally or unintentionally violate the local, state, national, or international laws, including but not limited to the regulations of any country or the legal binding of other security trading.
- (10) Any other conducts that this Company has legitimate reasons to consider inappropriate.

You understand that this Company may have a possibility of not to review the content in advance, but this Company and the person designated by this Company has the right (but no obligation) to decide previewing, refusing or removing any content provided by this Service. Without affecting the foregoing regulations, this Company and its designated persons have the right to delete any content in this Service that violates this Agreement or makes people unpleasant.

You understand and agree that when the law requires or has the following reasons to believe that it is reasonable and necessary, this Company can access, save, and disclose your account information and content: (i) Complying with legal procedures; (ii) Executing this Agreement; (iii) Responding to a third party's claim for damage to the rights; (iv) Responding to your service request; (v) Protecting the rights, property or personal safety, of this Company's users and the public.

You must not attempt to overturn or circumvent the technical protection measures built in this Service. Any unauthorized copying, publication, distribution or public display of all or part of the data provided by this Service is strictly prohibited.

9. Compensation

When you provide, post, or transmit a "member content" through this Service, use this Service, connect with this Service, violate this Agreement, or infringe any other's rights or cause any third party to request or claim, you agree to make compensation and waive this Company and its subsidiaries, affiliates, managers, agents, employees,

partners and licensors from any damage.

10. Not for Commercial Use

You agree not to reproduce, copy, sell, trade, re-sell, use, or access any part of this Service or this Service (including member content, advertisement, software, account of this Service, etc.) for commercial purposes.

11. General Measures for Use and Storage

You understand that this Company has to set up general rules and limitations for the use of this Service, and these rules and limitations include but not limited to the maximum number of transmittable/receivable messages of this service account, the maximum size of the transmittable/receivable message of this service account during the period for this Service to keep the messages on bulletin boards or other uploaded contents, and the maximum number of times (and longest period) you access this Service during a specific period. You agree that this Company needs not to bear any responsibility for deleting any message, communication, or other content saved or transmitted by this Service, or not saving the aforementioned items. You agree that this Company can reserve the right to cancel any account that has not been used for a long time. You also agree that this Company can reserve the right to amend the general rules and limitations at any time.

12. Termination

You agree that this Company may base on its judgment to terminate or restrict you from using the account (or any part of it) or using this Service, and remove or delete any “member content” in the Service for any reason, including but not limited to the reason of: not using this Service for a certain period of time, having a court or government agency order, failing to continue this Service or changing the service content substantially, encountering unpredictable technical or security factors or problems, conducting fraud or illegal behavior, failing to pay fees in accordance with the contract, or this Company’s believing that you have violated the express provisions and spirit of this Agreement, You also acknowledge and agree with the foregoing termination or restriction, and this Company, at its own discretion, can terminate or restrict you from using this Service or any part of it at any time with or without notification. You acknowledge and agree with the foregoing termination or restriction, and this Company can immediately close, delete or restrict the access to your account and the whole or a part of related data and files in your account, and stop the use of the whole or a part of this Service. In addition, you agree that this Company will not be liable to you or any third party, if the use of this Service is

terminated or restricted.

13. Connection

This Service or a third party may provide links to other global information website or Internet resources. You acknowledge and agree that this Company bears no responsibility for such linkage to external websites or Internet resources, and is not responsible for any content, advertisement, product, or other data obtained from such websites or Internet resources. You also acknowledge and agree that this Company does not bear any direct or indirect responsibility for the damage or loss caused by using or trusting the content, product or service of such websites or Internet resources.

14. Exclusive Right of this Company

You understand and agree that all personal and confidential information included in this Service and any related necessary software of this Service (hereinafter referred to as “software”) are protected by related intellectual property laws and other laws. You also acknowledge and agree that the advertisement or information posted to you by the customers on this Service is subject to copyrights, trademark rights, service marks, patents or other exclusive rights and legal protections. Unless expressly permitted by law, or authorized or licensed by this Company or a licensor (such as an advertiser), you agree not to modify, rent, lend, sell, distribute, transmit, broadcast, publicly perform or create derivative works of all or a part of the content or software of this Service.

This Company grants you the personal, non-transferable and non-exclusive rights, and authorizes you to use object codes of the software used by smartphone/television, set-top-box and standalone computer, but you shall not (or allow any third party) to copy, modify, create derivative work, reverse-engineer, disassemble, or attempt to crack any source code in other ways, or resell, transfer, sublicense, grant security interests, or transfer software rights in other ways. You also agree not to use any method or form to modify the software, and not to use the modified software version, including (but not limited to) any link to this Service without authorization. You agree not to use other methods, and you just use the interface provided by this Company for the purpose of linking to the connecting to this Service.

15. Disclaimer

You clearly understand and agree as follows:

- (1) The use of this Service and software is carried out at your own risk. The Service and software are provided on the basis of “as is” and “at the time when

provided". This Company and its managers, employees, agents, partners and licensors clearly express that no guarantee in any form is provided whatsoever, regardless of express or implied, including but not limited to the implied guarantee for the integrity of rights, commercial marketability, suitability of use for special purposes and non-infringements.

- (2) This Company and its managers, employees, agents, partners and licensors do not guarantee the following: (a) This Service or software will meet your requirement; (b) this Service or software will be uninterrupted, immediate, secure or error-free; (c) Using this Service or software will get correct or reliable results; (d) The quality of any product, service, information purchased or obtained through this Service or software or the quality of other data will meet your expectation; (e) The error of any software will be corrected.
- (3) Any data obtained by downloading or through this Service or software is based on your personal decision and at your own risk, and you give up the claim for compensation for the damage of your computer system, network connection, or download and display devices caused by the download of these data, or the claim or litigation claim for data loss, and you are solely responsible for the above.
- (4) Any advice or information obtained from this Company or from this Service or software, regardless or orally or in writing, shall not have any guarantee effect if it is not clearly stated in this Agreement.
- (5) A small percentage of users may have epileptic seizure after touching the light and shadow graphics or background on a computer screen or when using this Service. In certain situations, it may cause previously undetected symptoms of epilepsy, even if the user has not had a seizure before or a history of epilepsy. If you or your family members had had epilepsy, please consult your doctor before using this Service. If you have any of the following symptoms, please stop using this Service immediately and ask your doctor about any of your symptoms such as dizziness, blurred vision, eye or muscle sensation pain, loss of consciousness, disorientation, unconscious action or whole body spasm.
- (6) The Company reserves the right to change the free Service to a chargeable Service at any time. Any changes the Company make to this Agreement or the Service will be effective immediately upon notice, which we may provide. Your continued use of the Service following such changes will be deemed acceptance of such changes.

16. Limitation of Liability

You clearly understand and agree that this Company and its managers, employees, agents, partners, and licensors are not responsible for any of your penalized, indirect,

incidental, special, consequential or punitive damages including but not limited to the profit, goodwill, use, data or other intangible damage caused by the reasons (even if this Company has been notified of the possibility of such damage) and are not liable for the compensation of the following : (a) Use or fail to use this Service ; (b) The cost of purchasing or changing products and services; (c) Unauthorized linking or changing your transmission or data; (d) Third party's statement or behavior on this Service; (e) Any other matter related to this Service.

17. No Third Beneficiary

You agree that this Agreement must not have a third party beneficiary, unless otherwise specified in this Agreement.

18. Notification

If notification is required by law or other related regulations, this Company may notify you in any way including but not limited to: email, letter, short message, multimedia short message, text message, post on webpage of this Service, or other current or future reasonable method, and the notification includes changes to this Agreement. However, if you violate this Agreement and access this Service without authorization, you will not receive the foregoing notice. When you access this Service with authorization and agree to this Agreement, you are that any or all of the notices sent to you are deemed to have been delivered.

19. Trademark Information

You agree that all trademarks of this Company, logos, brand features, business names, service marks, and names of products and services of this Company are trademarks and assets of Dyaco International Inc. (hereinafter referred to as “this Company’s mark”). Without prior permissions of this Company, you agree not to display or use this Company’s mark in any way.

20. General Terms

(1) Entire Agreement

This Agreement constitutes the entire agreement between you and this Company, regulates you to the use of this Service, and replaces the version of service terms of this Service that you have previously made with this Company. When you use or purchase other specific services, subsidiary services, third-party content, or third-party software, additional terms or conditions may also apply.

(2) Governing Law and Jurisdiction

You and this Company, agree that the relationship between both parties is based on the laws of Republic of China as the governing law; and any litigation, cause of litigation, dispute (or non-theoretical dispute) arising out of or in connection with this Agreement, or the dispute arising from the relationship between you and this Company, both of you and this Company agree that the determination of a dispute arising under their agreement will be decided by Taipei District Court of Taiwan.

(3) Waiver and Severability of Terms

The failure of this Company to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of the terms of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provision of the terms of the service remains in full force and effect.

(4) Preclusion and non-Transferability of Death

You agree that your account of this Service is non-transferable, and the rights of your account or related content will end upon your death. After the death certificate is received, your account will be terminated and all contents will be deleted permanently.

(5) Statute of Limitation

You agree that any litigation or cause of litigation arising from the use of this Service or this Agreement must be filed within one year regardless of any conflicting laws and regulations, or else it shall not be filed anymore.

The title of this Agreement is provided for convenience only and has no legal or contractual effect.

21. Violation

If there is any violation of this Agreement, please report the violation to our customer service center (via the email address: spiritservice@spiritfitness.com).