

TERMS OF USE

Last modified: 10 May 2021

INTRODUCTION

Thank you for registering to use Keep products. The following terms, together with any documents expressly incorporated herein by reference (collectively, these “Terms” or this “Agreement”), govern your access and use of the products and services provided by Keep, Inc., its affiliates, subsidiaries and related entities (hereinafter referred to as “Keep,” “we,” or “us”). In order for you to better use our products and services, please carefully read, fully understand these Terms, in particular the terms related to limitations of liabilities.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, ACCESS, OR USE ANY OF OUR PRODUCTS AND SERVICES. BY DOWNLOADING, INSTALLING, ACCESSING, OR USING OUR PRODUCTS AND SERVICES, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

I. SCOPE OF THE TERMS

1.1 This Agreement is between you and Keep, and all products and services provided by Keep shall be bound by this Agreement.

1.2 The products and services under this Agreement refer to the products and services provided by Keep via Internet and mobile applications, including but not limited to Internet media, Internet value-added services, and interactive entertainment (in the form of, but not limited to, online video, pictures, software, technical code, etc.).

1.3 All information we collect and use through or in connection with our products and services is subject to our [Privacy Policy](#). Additional terms and conditions may also apply to a specific product or service. The [Privacy Policy](#), these additional terms and conditions, and all other rules, announcements or notices Keep has published or may publish in future are hereby incorporated by this reference to this Agreement. If you do not agree to any of these additional terms, you shall immediately discontinue the use of our products and services.

1.4 Keep has the right to revise this Agreement (including but not limited to any new terms and amendments to existing provisions) at any time in its sole discretion and to announce the changes in the form of an online bulletin without providing a notice to you separately. However, when any significant changes are made, we will notify you via our mobile applications or other means before the changes become effective. All changes become effective upon publication, immediately or at a time specified therein. Your continued use of our products and services following the posting of the revised Agreement means that you accept and agree to the changes. If you do not agree to the changes, you should immediately stop using our products and services.

1.5 As described in Section 1.3, additional terms and conditions may apply to a specific product or service developed or released by Keep (hereinafter referred to as "Individual Product Agreement"). In the event of any conflict between the Individual Product Agreement and the other provisions of this Agreement, the Individual Product Agreement shall prevail. Your use of the specific product or service means that you accept and agree to the Individual Product Agreement.

II. PRODUCT AND SERVICE INTRODUCTION

2.1 Keep offers a wide range of Internet products and services, including but not limited to training courses and products and services related to running, walking, cycling, and other activities. You may use and purchase the products and services and Keep has the right to charge a fee for your use.

2.2 You understand and agree that interruptions of our online services may occur as normal events that are out of our control and that we have no control over the third-party networks or services that we may use to provide you with our products and services. We shall not be responsible for any losses or damages resulting from such interruptions.

2.3 Some of our products and services are paid services. You will need to submit a payment before you can use or continue to use those products and services.

2.4 Keep provides online products and services. You are responsible for (i) all costs and expenses related to any devices you use to access our products and services, and (ii) any network charges you incur in connection with the use of our products and services (such as telephone and internet fees paid for the access to the Internet, and any mobile charges for the use of mobile networks).

2.5 Replacements, modifications, and upgrades

2.5.1 In order to enhance your experience and improve the service content, Keep has the right to develop new products and services based on your feedback and the information collected through your use.

2.5.2 Keep may from time to time in its sole discretion develop and provide updates to our products and services, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "Updates"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Keep has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

2.5.3 You understand and agree that Keep has the right not to notify you of the Updates or any changes to or restrictions of any features or functionality.

2.5.4 When a new version is released, the old version may not be available. You shall promptly download and install the latest version and acknowledge and agree that our products and services or portions thereof may not be available or properly operate should you fail to do so.

2.6 Third-party applications and services

You may access and use third-party applications (such as camera services) via our products and services. When using any such third-party application, you shall comply with this Agreement and any terms and conditions of the third-party application. You understand and agree:

2.6.1 When you use any application and service provided by a third party, the third party may collect and use your personal data. You shall decide whether to provide such information to the third party. Keep shall not be responsible for any third party's use or disclosure of your information.

2.6.2 Keep has the right to audit and manage the applications provided by third parties. Keep has the right to deactivate or remove any third-party application from our products and services without notifying you, and shall not be responsible for any impact or loss resulting therefrom.

2.6.3 When using a third-party application, you shall: A. use your own account with the third party (i.e., Facebook, Google or Instagram) to login to our products; B. consent to the third-party application's use of your personal data to

provide you with the access to our products and services. If you do not agree to the third parties' privacy practices, do not use their applications to login to or access our products and services.

2.6.4 Any and all disputes arising out of or in connection with your use of third parties' applications shall be resolved by you and the third parties; and in no event shall Keep be responsible for any losses and damages resulting from such use.

III. INTELLECTUAL PROPERTY

3.1 Keep owns all rights to Keep products (including but not limited to intellectual property rights and ownership). All copyrights and all other intellectual property rights of Keep, and all information related to Keep, including but not limited to: words and their combinations, icons, ornaments, color combinations, interface designs, layout frames, relevant data, printed materials, or electronic documents are protected by the copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws of China and relevant international treaties.

3.2 The entire contents, features, and functionality of our products (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Keep, except those uploaded by users or explicitly identified as being provided by third parties.

3.3 "Keep," "K," "Keepup," "KeepKit," "Keepland," and all related names used within the logos, product and service names, designs, and slogans relating to or used in connection with Keep's business operation are trademarks of Keep and its licensors. You must not use any of the aforementioned marks without the prior written permission from Keep.

3.4 Keep reserves and shall retain its entire right, title, and interest in and to the products and services, including all copyrights, trademarks, patents, patent applications and other intellectual property rights therein or relating thereto. Keep does not grant you any intellectual property rights because of this Agreement or by providing the related products and services to you. The rights not expressly granted to you herein are reserved by Keep.

IV. PRIVACY POLICY

4.1 The protection of user personal information is a basic principle of Keep. Keep will collect, use, store, share, transfer and otherwise process your personal information in accordance with the provisions of this Agreement, the [Privacy Policy](#) and applicable data protection laws. If the provisions of this Agreement in relation to the protection of personal information are in conflict with the [Privacy Policy](#), or the contents of this Agreement in relation to the protection of personal information are not expressly specified, the content of the [Privacy Policy](#) shall prevail.

4.2 You may need to fill out some necessary information in the process of registering your account or using Keep products and services. You may be required to provide information about your true identity if the local laws and regulations applying to you require you to do so. If you provide incomplete information, you may not be able to use Keep products or services or be limited in the course of use.

4.3 Keep will not transfer or disclose your personal information to any unrelated third party unless:

4.3.1 Relevant laws and regulations or the requirements of the courts and government authorizations require us to do so;

4.3.2 Transfer is performed to complete the merger, division, acquisition or transfer of assets;

4.3.3 In order to provide you with our services (i.e., transferring data to third party providers we use);

4.3.4 Other circumstances where Keep determines that it is necessary and does not violate the mandatory provisions of applicable data protection laws and regulations.

4.4 Keep attaches great importance to the protection of minors' information. If you are a minor under a certain age depending you are located (e.g., in the EU, age below 16 unless a Member State provides by law for a lower age), you should obtain the consent of your legal guardian prior to using the Keep service.

V. USER ACCOUNTS, PASSWORD, AND SECURITY

5.1 Registration Qualification

You confirm that you shall be a natural person, legal person or other organization with full capacity to register with our products and services. If you do not have the aforementioned capacity, you (or your guardian if you are a minor) shall be responsible for all the consequences resulting from it, and Keep shall have the right to cancel or permanently freeze your account and retain the right to claim damages from you or your guardian. Individuals under age of 16 may only use our products and services with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms.

5.2 Registration and Account

To have a full access to our products and services, you may be asked to provide certain registration details or other information. It is a condition of your use of our products and services that all the information you provide is correct, current, and complete.

5.3 Keep reminds you to protect your account and password and do not disclose the account number and password to others. You are responsible for keeping your account and password confidential and responsible for all activities that occur under your account and password (including but not limited to, information disclosure, information dissemination, online Click Approval or submission of various rule agreements, online renewal agreements or purchase services, etc.). Keep cannot and will not be liable for any loss you incurred as a result of your failure to comply with the provisions of this Agreement. If you find any unauthorized use of your account and password, you must immediately notify Keep. You can submit your request via email to oversea-feedback@keep.com. You must understand and agree that Keep may take a period of time to act upon your request and Keep will not be liable for any adverse consequences that you have incurred before Keep takes any action.

5.4 You can use a nickname with the account. The nickname you use shall not infringe the rights and interests of others. If the nickname you use is alleged to infringe upon the rights and interests of others, Keep has the right to terminate portions or all of the services. You shall be responsible for any loss and adverse consequences arising from it.

VI. USER'S INSTRUCTION

6.1 You agree to use Keep products and services in compliance with the following provisions:

6.1.1 You agree to comply with all applicable laws and regulations, Keep's rules and requirements, and this Agreement; you agree not to take any actions contrary to public interests or violate the rights and interests of others.

6.1.2 Unless otherwise agreed by you and Keep, you shall not make commercial use of any data/information acquired from Keep, including but not limited to the use of the information or courses displayed in our products and services in any manner, such as reproduction and dissemination, without the prior written consent of Keep.

6.1.3 You agree not to use any device, software or program to intervene or attempt to intervene in the normal operation of Keep or any transactions or activities being carried out on our products and services.

6.1.4 Except as otherwise required by law, no individual or organization may in any way copy, reprint, quote, link, crawl or otherwise use the contents of our products and services, in whole or in part, without express written permission by Keep.

6.2 You fully understand and agree:

6.2.1 If you violate the foregoing undertakings and any other terms of this Agreement, you shall be solely responsible for all consequences, and shall indemnify and hold harmless Keep from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms.

VII. DISCLAIMER

7.1 You understand and agree that the use of Keep may encounter force majeure and other risk factors to cause interruption or delay. Keep will strive to repair products and services. However, Keep may be exempted for such damages caused according to local laws.

7.2 Within the scope of law, Keep is not liable for termination of service or obstruction caused by the following circumstances:

7.2.1 Computer virus, Trojan horse or other malicious program and hacker attack;

7.2.2 User's computer software, system, hardware and communication lines;

7.2.3 Improper operation of users;

7.2.4 Use of the service is in a way without Keep's authorization;

7.2.5 Others that we cannot control or reasonably foresee.

7.3 You understand and agree that using Keep products and services may encounter network information or the risks and damage by other users. Keep is not responsible to the authenticity, applicability, legality of such risks and damages. These risks and damages include but are not limited to:

7.3.1 Information that contains threats or defamation from anonymous or false impersonation;

7.3.2 Any psychological, physical or financial damage caused because of other user's misleading.

7.4 Keep has the right, but not the obligation, to take actions regarding any unlawful content, product or service according to this Agreement. Keep does not guarantee timely response to any violation of this Agreement.

7.5 Third parties shall be solely responsible for their products and services made available through our products and services.

7.6 Disclaimer of Warranties. OUR PRODUCTS AND SERVICES ARE PROVIDED TO END USER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, KEEP, ON ITS OWN BEHALF AND ITS LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCTS AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, KEEP PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PRODUCTS AND SERVICES WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, OR BE ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

7.7 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KEEP OR ANY OF ITS LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE PRODUCTS OR SERVICES FOR:

- a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES.
- b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCTS AND SERVICES.

THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

VIII. SUSPENSION, ALTER OR TERMINATION

8.1 You should lawfully use products and services; otherwise, Keep has the right to take the following measures:

- 8.1.1 Suspend or restrict your right to use our products and services, including but not limited to restricting your ability to use certain features or functionality of our products and services;
- 8.1.2 Terminate your right to use our products and services.

8.2 Keep has the right to suspend, alter, terminate its products or part of its functions in accordance with its development plan, and to decide whether or not to provide certain products and services. Keep does not have an obligation to notify you about the foregoing information.

8.3 Unless stipulated by the local law, you have the responsibility to back up the data stored in Keep. When your service is terminated, Keep has the right to permanently delete all relevant data of you from the server, and does not have the obligation to return or in any form provide to you, except as otherwise provided by our [Privacy Policy](#).

IX. SUBSCRIPTIONS

9.1 We Offer In-App Purchases within Keep App with the selection of Monthly subscription (Workouts for All Levels) and Yearly Subscription (Get Your Personal Coach).

9.2 The subscription costs \$9.99 per month or \$49.99 per year (The price is for US customers and prices may vary by location).

9.3 Payment will be processed via iTunes Account / Google Play Account at confirmation of purchase.

9.4 The subscriptions are automatically renewed unless turned off at least 24 hours before the end of the current period.

9.5 Account will be charged for renewal within 24 hours prior to the end of the current period, and identify the cost of the renewal.

9.6 A 3-day Free Trial and 7-day Free Trial may be offered with the Monthly Subscription and Yearly Subscription. If you do not cancel the subscription before the end of the Free Trial period, the monthly/Yearly subscription will auto renew and you will be charged.

9.7 Subscriptions may be managed by the user and auto-renewal may be turned off by going to the user's Account Settings after purchase.

9.8 Any unused portion of a free trial period, if offered, will be forfeited when the user purchases a subscription to that service.

9.9 We reserve the right, at our sole discretion, to modify or adjust current and future pricing models for the use of our service, at any time.

X. REFUND POLICY

10.1 All fees and charges are non-refundable and there are no refunds or credits for partially used periods. The service and your rights to use it expire at the end of the paid period of your subscription. The only way to receive a refund for such purchases is to contact Apple directly.

10.2 Please be noted that automatic renewal of the service might occur for in-app purchases made through App Store and Google Play Store. In such case, refunds will not be issued. Users are responsible for cancelling future renewals at the relevant APP market.

XI. APPLICABLE LAW AND DISPUTE RESOLUTION

11.1 This Agreement is signed in Chaoyang, Beijing, People's Republic of China.

11.2 The laws of the PRC mainland region (excluding conflict of laws) shall govern the formation, performance, and interpretation of this Agreement and any dispute arising out of or in connection with this Agreement.

11.3 If any dispute or dispute arises between you and Keep, you may choose to negotiate with us, or to submit the dispute to the Beijing Arbitration Commission located in Beijing. The arbitration shall be final and binding on both parties.

XII. OTHERS

12.1 If any terms in this Agreement are invalid or not enforceable for any reason, it shall not affect the binding force of the remaining provisions.

12.2 The title of the terms of this Agreement is provided for readability only and shall not be construed as a basis for interpreting the terms of this Agreement.