

Terms of Use

Introduction

Thank you for registering to use GymAdda products, in order for you to better use the products and services provided by GymAdda, please kindly read, fully understand all terms, in particular the terms of exemption or limitation of liability, and choose to accept it or not.

Unless you have read and accepted all the terms of this agreement, you do not have the right to download, install or use GymAdda to provide related products and services. Your downloads, installations and continued use implies you have read and agreed to the binding of this agreement.

1. Scope of the Terms

1.1 The Agreement is between you and GymAdda, and the effect of this agreement and all products and services provided by GymAdda shall be bound by this agreement.

1.2 Products and services under this agreement refer to Internet products and services issued by GymAdda including but not limited to Internet media, Internet value-added services, interactive entertainment (for example, but not limited to, online videos, sessions, pictures, software, technical code, colour schemes, logo etc.)

1.3 The content of this agreement also includes the Privacy Policy and all kinds of rules, announcements or notices GymAdda have published or may publish in the future. When you use a particular product or service, there may be a separate agreement and the relevant service rules. You shall also comply with the foregoing rules, announcements, notices when they are issued. If you do not agree to this agreement, you should immediately stop registering/activating and discontinue the use of our products and services.

1.4 GymAdda owns the right to revise the agreement and/or various rules (including but not limited to new terms and amendments to existing provisions) as required form of an online bulletin without notice to the end user explicitly. However, when any significant changes are made, GymAdda will notify you via GymAdda App or other means before the changes become effective. The updated agreements and rules automatically become effective upon publication, immediately or at a specific time when the announcement is clear. If you continue to use GymAdda product or service after the above notice is amended, you are deemed to have read, understood and accepted the revised agreement and rules. If you do not agree to the amendment, you should immediately stop using the products and services provided by GymAdda.

1.5 Except as expressly provided herein, GymAdda shall have the right to standardize on the basis of this agreement, through a separate product and service agreement for the usage of the products and services developed and released by GymAdda, and you shall be informed and confirmed in the application of the product or service. Where a single product agreement is in conflict with this agreement, the individual product agreement shall prevail. If you use

the product or service, it is regarded as acceptance of the relevant individual product agreement.

2. Product and Service

2.1 GymAdda provides you with a wide range of Internet products and services, including but not limited to training sessions, live sessions with trainers, yoga sessions and other related products. You may use, share via the app, purchase products and services provided by GymAdda. You have the right to receive the products and services provided by GymAdda. GymAdda has the right to charge the resulting service or product fees.

2.2 GymAdda operators will do their best to provide unimpeded online services, but the platform's network access services may be affected by a number of factors linked to the blocked, restricted or terminated. We will not be responsible for the loss or inconvenience caused.

2.3 GymAdda provides some of the products and services to be purchased for viewing or usage and you need to pay to use such services. For such charged products and services, you will be notified of the same. You can use/continue to use those products and services when you confirm your willingness to pay the relevant fees. If you refuse to pay, GymAdda operator has the right not to provide you with the charging products and services.

2.4 GymAdda only provides online products and services. Network services related to equipment (such as mobile phones, the personal computer, and other devices connected to the Internet or mobile network, and the costs (such as telephone and internet fees paid for access to the Internet, mobile charges for the use of mobile networks) should be borne by yourself.

2.5 Replacements, modifications, and upgrades

- In order to enhance your experience and perfect the service content, GymAdda has the right to develop new service according to your use state and behavior of GymAdda App;
- For the improvement, enhancement and further development of services, GymAdda has the right to provide application updates (including application upgrades, modifications, enhancements, version upgrades, etc.).
- You understand and agree that GymAdda has the right not to give you special notice to update, or to change or restrict part of the functions.
- When a new version is released, the old version may not be available. GymAdda operator does not guarantee the old version will continue to be available. For full and timely use of GymAdda services, please check and download the latest version at any time.

2.6 Third-party applications and services

GymAdda provides functional modules that support third-party applications for you, including but not limited to tools, video or picture-type services. When using such an application, you shall comply with the provisions of this agreement and the corresponding agreement, terms

or rules of the application. The rights and obligations between you and the developer are executed in reference to the relevant agreement, terms or rules. When using the software and services provided by a third party, you must understand and agree:

2.6.1 When you use the application and service provided by the third-party developer, the third-party developer will obtain your personal data and content with your authorization. Such information is decided by yourself whether or not to a third party. You must be clear that GymAdda operator is not responsible for the disclosure of information that may occur after the personal data and content information is provided to a third-party developer

2.6.2 GymAdda has the right to audit and manage the application provided by the third-party developers. GymAdda has the right to inactive the third-party application without notifying you. GymAdda operators will not be responsible for such impact or loss. However, GymAdda will try their best to protect your rights against infringement.

2.6.3 When using a third party application, you shall agree upon the following:

- A. authorize the use of the third party account (i.e. Facebook, Google or Instagram) to login in GymAdda;
- B. approve of the third party applications to obtain your personal data to obtain the relevant products and services.

2.6.4 Any dispute between you and the third party developers will be resolved by yourself and the developers, and the relevant liability and compensation shall be borne by the third party developers alone, not by GymAdda operator.

3. Intellectual Property

3.1 GymAdda owns all rights to GymAdda products (including but not limited to intellectual property rights and ownership) according to law. All copyrights and all other intellectual property rights of GymAdda, and all information related to GymAdda, including but not limited to: words and their combinations, icons, logos, color combinations, interface design, layouts, private data, printing materials, or electronic documents are protected by relevant laws.

3.2 All rights of GymAdda products and information provided by GymAdda products, such as video, technical application, etc. are attributable to GymAdda, except those uploaded by users or explicitly identified to be provided by a third party.

3.3 GymAdda has patent rights, patent application rights, trademarks, copyrights and other intellectual property rights in relation to GymAdda products and related services. GymAdda does not grant you any intellectual property rights because of this agreement or the related products and services to you. The rights not expressly granted to you herein are reserved by GymAdda.

4. Private Policy

4.1 The protection of user personal information is a basic principle of GymAdda. GymAdda will collect, use, store and share your personal information in accordance with the provisions

of this agreement and the Privacy Policy. 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 GymAdda products and services. If the local laws and regulations have special provisions, you also need to fill in the real identity information. If you fill in incomplete information, you may not be able to use GymAdda products or services, or be limited in the course of use.

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

- Relevant laws and regulations or the requirements of the courts and government authorizations;
- Transfer to complete the merger, division, acquisition or transfer of assets;
- To provide the services you require;
- Other circumstances where the keep determines that it is necessary and does not violate the mandatory provisions of laws and regulations.

4.4 GymAdda attaches great importance to the protection of minors' information. If you are a minor under 13, you should obtain the consent of your legal guardian prior to using the GymAdda service.

5. 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 civil rights and full civil capacity when you have completed the registration process or have actually used the products and services provided by GymAdda. If you do not have the aforementioned subject qualification, you and your guardian shall bear all the consequences resulting from it, and GymAdda shall have the right to cancel or freeze your account and retain the right to claim compensation from you or your guardian. Minors under 13 shall use GymAdda products and services under the guidance to avoid indulging.

5.2 Registration and Account

For the full use of the products and services provided by GymAdda, you are required to register the account provided by GymAdda. You bear the responsibility for the authenticity, legality, validity and accuracy of the information provided when you register the GymAdda account. You are also responsible to maintain and update your personal information in a timely manner to ensure the same.

5.3 GymAdda specifically reminds you to protect your account and password and do not disclose the GymAdda user ID and password to others. Keeping the password confidential and responsible for all activities that occur under your account remains your responsibility. Passwords, 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. is at the hands of the user. GymAdda cannot and will not be liable for any loss 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 send an email to ask@gymadda.com to present your request. You must understand and agree that GymAdda shall take reasonable time to act upon your request and GymAdda not be liable for any adverse consequences that have been incurred prior to taking action.

5.4 If you set a nickname on the account, the nickname shall not infringe or suspected infringement of the legitimate rights and interests of others. If the nickname you set is alleged to infringe upon the lawful rights and interests or harm the beliefs of others, GymAdda has the right to terminate some or all services. You will bear any loss and adverse consequences arising from it.

5.5 You agree to authorize the GymAdda operator to use the information for the following reasons:

- Perform application verification and upgrade service;
- Improve your security or provide customer support;
- When providing specific services at your special request, it is necessary to provide the information to GymAdda or third parties or other users associated with it;
- The use of various private privacy data for commercial purposes, including but not limited to providing value-added services, advertising, positioning advertising, marketing, joint registration, promotional or other activities to third parties;
- At the request of the judicial or the Government authorizations;
- To improve the user experience;
- Other circumstances which benefit the users and GymAdda, and do not violate any mandatory laws and regulations.

6. User's Instruction

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

- All acts carried out in accordance with local laws, regulations and GymAdda's rules and requirements, not contrary to social public interest or public morals, not to harm the legitimate rights and interests of others, do not violate the relevant rules of this agreement.
- Unless otherwise agreed by you and GymAdda, you shall not make commercial use of any data/information in the GymAdda, including but not limited to the use of all information or courses displayed in keep in any manner, such as reproduction and dissemination, without the prior written consent of GymAdda.
- Not using any device, software or program to intervene or attempt to intervene in the normal operation of GymAdda or any transactions or activities being carried out on the GymAdda.

- Except as otherwise mandated by law, no individual or organization may in any way illegally in all or part copy, reprint, quote, link, crawl or otherwise use the contents of the GymAdda product without express special written permission by GymAdda.

6.2 You fully understand and agree:

- If you violate the foregoing undertakings and produce any legal consequences, you shall bear all the legal liability independently in your own name, and ensure that GymAdda is free from any loss or additional costs incurred.
- If you violate the law or the provisions of this agreement to cause GymAdda to be claimed by the third party, you shall pay all the costs to GymAdda (including but not limited to compensation, attorney fees and other reasonable expenses for this purpose).

7. Disclaimer

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

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

- Be damaged by computer virus, Trojan horse or other malicious program and hacker attack;
- User's computer software, system, hardware and communication lines fail;
- Improper operation of users;
- Use of the service is in a way without GymAdda's authorization;
- Others that cannot control or reasonably foresee.

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

- Information that contains threats or defamation from anonymous or false impersonation
- Any psychological, physical or financial damage inflicted upon you by another user of the app.

7.4 GymAdda has the right to deal with unlawful content, product or service according to this agreement, but the right does not constitute GymAdda obligations and undertakings. GymAdda does not guarantee timely discovery and make corresponding treatment.

7.5 For individual product operators through GymAdda, the individual product operators are responsible to all the duties and obligations.

8. Suspension, Alter or Termination

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

- Suspending or restricting your right to use GymAdda and its products and services, including but not limited to restricting your full or partly use of its functions;
- Terminate your right to use GymAdda.

8.2 GymAdda has the right to suspend, alter, terminate its products or part of its functions in accordance with the development, and to decide whether or not to provide certain products and services in GymAdda. GymAdda 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 GymAdda. When your service is terminated, GymAdda operator 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 provided to you.

9. Subscriptions

9.1 The subscriptions will be quoted by the trainers for their sessions which can span different amounts of time as per their convenience.

9.3 All facilities will be free of cost only for three months since the app goes live on Google Play Store

9.6 A certain Free Trial may be offered with the subscription at the will of GymAdda or the trainer. If you do not cancel the subscription before that is up, the subscription will auto renew and you will be notified to pay the relevant charges.

9.7 Any remaining unused segment of a free trial period, if offered, will be cancelled when the user purchases a subscription to that particular offer.

9.8 The user may be entitled to a discount by applying for a personal trainer. Other such discounts and offers can be issued by GymAdda to increase sales and be done without prior notice to the user.

9.9 We reserve the right to modify or adjust pricing models for the use of our service, at any time at the freedom and will of the management without any notice to the user.

10. Refund Policy

10.1 All fees and charges are nonrefundable and there are no refunds or credits for partially used periods. The service expires at the end of the paid period along with your rights to view the particular content.

10.2 Please be noted that automatic renewal of the service might occur through Google Play Store. In such cases, refunds will not be issued. You are responsible for canceling or renewing other facilities at the relevant app stores.

11. Others

11.1 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.

11.2 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.