

EMS MAX User Agreement

Introduction

Dear users:

Thank you very much for signing up for EMS MAX, To enable you to better use YDstrong products and services, Please make sure that you carefully read and fully understand the terms and conditions of the <EMS Max user agreement> (hereinafter referred to as the "user agreement" or the "agreement"), especially the terms of exemption or limitation of liability, and choose to accept or reject them. You are not entitled to download, install or provide YDstrong products and services unless you have read and accepted all the terms and conditions of this agreement. Your download, installation, use and login shall be deemed that you have read and agreed to be bound by this agreement.

Shenzhen YDstrong Smart Health Technology Co Limited (Hereinafter referred to as "YDstrong") always respect and strictly protect the legitimate rights and interests (including user privacy, user data, etc.) of users when using YDstrong products.

Special tips: before using EMS MAX APP and supporting equipment for training, please consult a professional consultant to know whether your physical condition is suitable for the training and whether the training course can meet your personal needs. And carefully read and strictly follow the instructions for the use of YDstrong fitness equipment and the instructions and precautions for the operation of the equipment in the APP manual. All risks, damages and responsibilities arising from your participation in any training course are at your own risk.

1. Scope of agreement

1.1 EMS MAX App, www.ydstrong.com, www.ydstems.com, YDstrong training suit, YDstrong power box (hereinafter collectively referred to as "YDstrong products") is an Internet product and service provided by Shenzhen YDstrong Smart Health Technology Co Limited and its affiliated companies (hereinafter referred to as "YDstrong" or "we"). All intellectual property rights (including all Copyrights, patents and trademarks of YDstrong products) related to YDstrong products belong to YDstrong.

1.2 This user agreement is an agreement between the user (you) and YDstrong regarding the use of YDstrong products and services. The terms of this agreement shall apply to all products and services provided by YDstrong, and the user shall be bound by this agreement when enjoying any single service provided by YDstrong.

1.3 Products and services hereunder refer to Internet products and services released by YDstrong including but not limited to fitness hardware devices, online media, Internet

value-added, interactive entertainment, e-commerce and advertising (in the form of but not limited to online video, comments, comments, bullet screen, pictures, software, technical code, etc.).

1.4 Is the user of this agreement (including through various legal channels to obtain to the product of natural persons, legal persons or other organizations, hereinafter referred to as the "user" or "you") and YDstrong for YDstrong product related issues between the final, complete and exclusive agreement, and supersedes, merging, before the discussion about the above matters and agreement between the parties.

1.5 Content of this agreement including the "privacy policy" and at the same time all YDstrong has been released or possible future announcements of all kinds of rules, or notice. And you are using EMS MAX when a particular product or service, may be another separate agreement, the related service rules, etc. The foregoing rules, announcements, notifications, and agreement once released is an indivisible part of this agreement, you shall abide by the same. If you do not agree to the terms of this agreement, you shall immediately discontinue your registration/activation and use of YDstrong related products and services.

1.6 YDstrong reserves the right to amend this agreement and/or all rules from time to time as required (including but not limited to making new terms and amending existing terms) and to make the change announcement in the form of an online announcement without separately notifying you. The amended agreement and rules shall become effective immediately or automatically at a specified time as specified in the notice. If you continue to use YDstrong products or services after the above announcement is amended, you are deemed to have read, understood and accepted the revised agreement and rules. If you do not agree with the revision, you should immediately stop using YDstrong products and services.

1.7 Except as expressly provided in this agreement, YDstrong has the right to regulate products and services developed/distributed using YDstrong through separate product and service agreements (" individual product agreements ") on the basis of this agreement. Users are required to understand and confirm the use of the products or services. In case of any conflict between the agreement on individual products and this agreement, the agreement on individual products shall prevail. If the user USES the product or service, it is deemed to accept the agreement of the relevant individual products.

This agreement will be legally binding on users' use of YDstrong products, and you have undertaken and guaranteed the right and ability to enter into this agreement. The user shall be deemed to have accepted this agreement upon the commencement of use of the product. Please read and understand the terms of this agreement, including the disclaimer of exemption and limitation of YDstrong 's liability and the limitation of user's rights (minors shall be accompanied by a legal guardian when reviewing). If you cannot accept all the terms of this agreement, please do not start using this product.

2. YDstrong Product and service introduction

2.1 YDstrong provides users with a variety of Internet and hardware and software products and services, including but not limited to EMS training equipment, YDstrong training courses with training suit and other related products, through which users can use, share and purchase YDstrong products and services. The user is entitled to the products and services provided by YDstrong, but YDstrong is entitled to charge for the services or products thus generated.

2.2 YDstrong will try its best to provide unimpeded service, but we will not be responsible for any loss or inconvenience caused to you due to the fact that the network access service of the platform and the connection control of the hardware products may be blocked, restricted or terminated due to various factors.

2.3 Some of the products and services provided by YDstrong are paid for, and users need to pay a fee to the operator or distributor of YDstrong products/services. For charged products and services, we will give users a clear reminder before use. Users can only use/continue to use such charged products and services if they confirm their willingness to pay the relevant fees according to the reminder. YDstrong reserves the right not to provide such charged products and services if the user refuses to pay the relevant fees.

2.4 Some of the products and services provided by YDstrong are paid for, and users need to pay a fee to the operator or distributor of YDstrong products/services. For charged products and services, we will give users a clear reminder before use. Users can only use/continue to use such charged products and services if they confirm their willingness to pay the relevant fees according to the reminder. YDstrong reserves the right not to provide such charged products and services if the user refuses to pay the relevant fees.

2.5 YDstrong replacement, modification and upgrade:

1. 2.5.1 To improve the user experience and service content, YDstrong has the right to develop new services based on your use status and behavior of the software;
2. 2.5.2 YDstrong reserves the right to provide software updates (including software upgrade replacements, modifications, enhancements, version upgrades, etc.) from time to time to improve, enhance and further develop the services.;
3. 2.5.3 The user understands and agrees that YDstrong has the right to update EMS MAX, or to change or restrict some of its functions without notice to you.
4. 2.5.4 YDstrong After the new release, the old version may not be available. YDstrong does not guarantee continued availability of older EMS MAX and associated services. To fully and timely use YDstrong service, please check and download the latest version at any time.

2.6 Third party applications and services

YDstrong products provide functional modules to support third-party applications for users, including but not limited to tool services, video or picture services, as well as various services that may appear in the future. When using such applications, users shall comply with the provisions of this agreement and the corresponding agreements, terms or rules of the application. The rights and obligations between users and developers shall be implemented according to relevant agreements, terms or rules. Users shall understand and agree to use the software and services provided by third parties:

1. 2.6.1 When users use the applications and services provided by the third-party developers, the third-party developers will obtain the user's personal information and content information according to the user's authorization. These materials and information are authorized to third parties at the user's discretion. Users should be clear: YDstrong is not responsible for the risk of information leakage that may occur when you authorize a third party to obtain your personal information and content information.
2. 2.6.2 YDstrong has the right to review and manage the applications provided by the third-party developers, and has the right to take the third-party applications off the shelves without notifying the users. YDstrong will not be responsible for the impact and loss caused to the users, but the users shall bear or negotiate with the third party. However, YDstrong will try its best to protect the rights and interests of users from infringement.
3. 2.6.3 Users shall agree to : (1) authorize their EMS MAX account to log in the third-party application; (2) agree to the third-party application to obtain their personal information in order to obtain the relevant products and services.
4. 2.6.4 Any dispute between the user and the third-party developer arising from the use of the third-party application shall be settled by the user and the developer through negotiation. The developer shall bear the relevant liability and compensation independently, and YDstrong shall not bear any liability.

3. Mall service

YDstrong currently only displays relevant products for sale within the APP and does not offer online purchase. If users need to purchase related products and services, they should go to YDstrong offline store, alliance agency or official online store for purchase.

3.1 Commodity information

Product information such as product price, quantity, performance introduction and availability are subject to change at any time. YDstrong does not make any special notice, please go to the product sales page to check for yourself. We will try our best to ensure the accuracy of the commodity information you browse. However, due to the variety of commodities and the large amount of commodity information, as well as the existence of objective reasons such as Internet technology factors, the information displayed on this site may have certain lag or error, please be aware and understand this situation.

4. Intellectual property declaration

4.1 YDstrong is entitled to all legal rights (including but not limited to intellectual property and ownership) of YDstrong products in accordance with the law. EMS MAX all copyright and all other intellectual property rights, and all information related to EMS MAX content, including but not limited to: Text representation and its combination, icon, graphic decoration, color combination, interface design, layout framework, relevant data, printed materials, or electronic documents are protected by China's intellectual property laws and regulations and relevant international treaties.

4.2 YDstrong products and video, games, technical software and other products and information provided through YDstrong products, except those uploaded by users or clearly marked by a third party, all rights belong to YDstrong.

4.3 YDstrong products including "EMS MAX", " YDstrong training suit", " YDstrong power box", " YDstrong movement", " YDstrong fitness" and/or other YDstrong products and service logos are trademarks or registered trademarks of YDstrong in China or other countries or regions, and users shall not use them without legal authorization.

4.4 YDstrong owns patents, patent application rights, trademarks, Copyrights and other intellectual property rights in YDstrong products and related services. YDstrong does not grant users any intellectual property rights related to YDstrong in connection with this agreement or the provision of YDstrong and related products and services to users. YDstrong reserves the rights not expressly granted to users in this agreement.

5. User privacy system

5.1 Protecting users' personal information is a fundamental principle of YDstrong. YDstrong will collect, use, store and share your personal information in accordance with this agreement and the privacy policy. In case of any conflict between the provisions of this agreement on the protection of personal information and the privacy policy, or the provisions of this agreement on the protection of personal information, the provisions of the privacy policy shall prevail.

5.2 You may need to fill in some necessary information when registering your account or using YDstrong products and services. If national laws and regulations have special provisions, you need to fill in real identity information. If your information is incomplete, you may not be able to use YDstrong products or services, or you may be restricted from using them.

5.3 You may browse and modify the information you submit at any time, but due to security and identification (such as account complaint service), you may not be able to modify some of the initial registration information and other verification information provided during registration. YDstrong reserves the right to modify your personal information.

5.4 YDstrong will not transfer or disclose your personal information to any non-affiliated third party unless:

1. relevant laws and regulations or requirements of courts and government agencies;
2. to transfer in order to complete a merger, division, acquisition or transfer of assets;
3. when necessary to provide the services required by the user;
4. other circumstances which we deem necessary and which do not violate the mandatory provisions of the law;
5. we will not provide your sensitive personal information to anyone except with your consent;
6. YDstrong attaches great importance to the protection of minors' information. If you are a minor under the age of 18, please read and understand this user agreement carefully under the supervision and guidance of your parents or guardians before using YDstrong services, and use our services or provide information to us with the consent of your parents or guardians. If you violate laws and regulations and the contents of this agreement, you and your guardian shall bear all the consequences arising therefrom in accordance with the provisions of the law.

6. User account, password and security

6.1 Registration

You confirm that you are a natural person, legal person or other organization with full capacity for civil rights and full capacity for civil conduct when you complete the registration process or actually use the products and services provided by YDstrong in any other manner permitted by YDstrong. If you do not qualify as a principal, you and your guardian will be responsible for all the consequences, and YDstrong reserves the right to cancel or permanently freeze your account and to claim compensation from you or your guardian.

Minors under the age of 18 and others with incomplete capacity for civil conduct should use YDstrong products and services under the guidance of their legal guardians.

6.2 Registration and account

To fully use YDstrong products and services, you must register an account provided by YDstrong. When registering EMS MAX account, the user (you) shall be responsible for the authenticity, legality, validity and integrity of the information provided, and timely maintain and update your personal information to ensure the authenticity, legality and validity of the information.

6.3 YDstrong would like to remind you to protect your account and password. Do not disclose your account and password to others. You shall be solely responsible for the confidentiality of your account and password and shall be responsible for all activities (including but not limited to information disclosure, information release, online click

agreement or submission of various rules and agreements, online renewal agreements or purchase of services, etc.) under your account and password. YDstrong cannot and will not be liable for any loss resulting from your failure to comply with this clause. If you find any unauthorized use of your account and password, you must immediately notify YDstrong.

YDstrong reserves the right to terminate the provision of some or all of the software services to you if the nickname you have created is suspected to infringe upon the legitimate rights and interests of others. YDstrong is not responsible for this and you will be liable for any direct or indirect losses and adverse consequences arising therefrom.

6.4 User agrees to authorize YDstrong to use user's information resources for the following reasons:

1. perform software verification and upgrade services;
2. improve user security or provide customer support;
3. provide information to YDstrong or associated third parties or other users when providing specific services at the specific request of the user;
4. use all kinds of non-personal privacy data for commercial purposes, including but not limited to providing value-added services, advertising, positioning advertising, marketing, joint registration, promotion or other activities to third parties;
5. at the request of a judicial or governmental authority;
6. to improve user experience;
7. other circumstances that are beneficial to the interests of the user and YDstrong and do not violate any mandatory laws and regulations.

7. YDstrong usage specification

7.1 Users must be responsible for their online behavior, including their own published, uploaded or transmitted content (including text, comments, comments, bullet screen, pictures, video content, software products, etc.) take full responsibility. Users shall undertake that any content published on the YDstrong platform shall comply with the laws, regulations, rules and regulations of the People's Republic of China and the regulations of YDstrong management. YDstrong reserves the right to delete any non-conforming content posted by users without any liability.

7.2 The user undertakes not to publish, republish or transmit any of the following contents during the use of YDstrong products and services, otherwise YDstrong has the right to dispose of the contents without notifying the user. Users shall not publish the following information:

1. Fabricating or spreading rumors or false information, disturbing social order or undermining social stability;
2. Spreading or disseminating obscenity, pornography, gambling, violence, murder, terror or instigation to commit a crime;

3. Endangering network security or using the Internet to do harm to national security, honor and interests;
4. insult or slander others and infringe upon the legitimate rights and interests of others;
5. Conducting violent threats and threats against others and conducting human flesh search;
6. Involving the privacy, personal information or data of others;
7. Spreading profanity, harming the public order and good customs;
8. Infringing others' right of privacy, right of reputation, right of portrait, intellectual property and other legitimate rights and interests;
9. Spread commercial advertisements, or similar commercial solicitation information, over-marketing information and junk information;
10. Comments in languages other than those commonly used on this website;
11. Having nothing to do with the information reviewed;
12. The information published is meaningless or deliberately USES character combinations to avoid technical approval;
13. Infringing upon the lawful rights and interests of minors or harming their physical and mental health;
14. Secretly photographing or recording another person without the permission of the other person, thereby infringing upon the lawful rights of the other person;

7.3 When using YDstrong products and services, users promise and abide by the following regulations:

1. All ACTS performed shall comply with the provisions and requirements of national laws, regulations and other normative documents and YDstrong rules, and shall not violate social public interests or public morals, harm the legitimate rights and interests of others, or violate the relevant rules of this agreement.
2. Except as otherwise agreed between the user and YDstrong, the user shall not make commercial use of any data/materials in YDstrong, including but not limited to any reproduction, dissemination or any other way of using all materials or courses displayed in YDstrong without the prior written consent of YDstrong.
3. Do not use any device, software or program to interfere or attempt to interfere with the normal operation of YDstrong or any transactions and activities being conducted on the YDstrong platform.
4. Unless otherwise mandatory by law, no unit or individual shall illegally copy, reprint, quote, link, grab or otherwise use the information content of YDstrong products in whole or in part in any way without the specific written permission of YDstrong, otherwise YDstrong shall have the right to pursue its legal liability.

7.4 User fully understands and agrees that:

1. in case of any legal consequences arising from user's breach of the foregoing covenants and specifications, user shall bear all legal liabilities independently in its

own name and ensure that YDstrong is free from any loss or additional costs arising therefrom.

2. if YDstrong is claimed by a third party due to user's violation of laws or provisions of this agreement, user shall fully compensate YDstrong for all expenses (including but not limited to various compensation fees, litigation fees and other reasonable expenses incurred for this purpose).
3. when the content of the third party users to post, upload/products (including but not limited to, video, images, text, applications, software, etc.) infringement of their rights, or the state administrative, judicial organs effective legal document to confirm you have illegal, tort, or YDstrong based on their own judgment, think of your behavior in violation of the provisions of the state laws and regulations or suspected violation of the terms of this agreement, YDstrong shall have the right to decide to delete the related information, and the public on YDstrong or website you suspected of illegal/default actions and measures taken to you.
4. In YDstrong for the users to upload, distribution, storage, work and content (including but not limited to, pictures, video, writing, etc.), the user ensure that the works shall enjoy the legal/copyright or copyright authorization, and the user agrees to grant YDstrong on all the works and the content of free worldwide, irrevocable, indefinitely, and transferable non-exclusive access permission, YDstrong shall have the right to show, the spread and promotion of the content, It has the right to copy, modify, publish, distribute and otherwise use the foregoing contents in any form or authorize third parties to copy, modify, publish, distribute and otherwise use the foregoing contents.
5. YDstrong has the right to delete any contents or products that users are suspected of violating laws, breach of contract or infringing the legal rights of others on YDstrong without notice and without any liability.

8. Disclaimer

8.1 The user understands and agrees that during the use of YDstrong service, the service may be interrupted or delayed due to force majeure and other risk factors. Force majeure means any unforeseeable, can't overcome and unavoidable and to one side or both sides have a significant impact of objective events, including but not limited to, natural disasters, such as flood, typhoon, earthquake, etc.), social events (e.g., war, riots, government behavior and so on, the above situation, YDstrong efforts to repair products and services, but the damage for you, YDstrong in liability within the scope permitted by law.

8.2 To the extent permitted by law, YDstrong is not liable for service terminals or obstructions caused by:

1. Be damaged by computer virus, Trojan horse or other malicious programs or hacker attacks;
2. Failure of user or YDstrong computer software, system, hardware and communication lines;
3. Improper operation by users;
4. users use the service in a way that is not authorized by YDstrong;
5. Other circumstances beyond YDstrong 'control or reasonably foreseeable.

8.3 Users understand and agree that YDstrong will not be liable for the authenticity, suitability or legality of any information or products or for any damages caused to you by infringement. These risks include, but are not limited to:

1. Information from an anonymous or pseudonymous person containing threatening, defamatory, offensive or illegal content;
2. Any mental, physical or economic harm caused or likely to be caused by any person's use of the products or services hereunder.

8.4 YDstrong has the right under this agreement to deal with illegal or illegal content, products or services, but such right does not constitute an obligation or commitment of YDstrong, and YDstrong does not guarantee timely detection and corresponding treatment.

8.5 For the single product or service provided to you by the single product operator through YDstrong, the single product operator shall assume all responsibilities and obligations related to the product or service independently, and other YDstrong shall not assume any responsibilities or obligations.

9. Change, termination or termination of a product/service

9.1 YDstrong users shall use EMS MAX and its services in a standard and legal manner. If users release information that is illegal, against social ethics or against the agreement, or in violation of relevant laws and regulations or this agreement, YDstrong is entitled to take the following measures:

1. Directly delete the content that violates laws and regulations or this agreement;
2. Suspend or restrict your right to use EMS MAX and its products and services, including but not limited to restricting your use of some or all of the functions and products and services of YDstrong;
3. Terminate your right to use YDstrong;
4. Recall your account, and have the right to prohibit you from applying for or obtaining a new account by other means;

5. Investigate your legal responsibility lawfully, ask for corresponding damage compensation.

9.2 YDstrong has the right to terminate, change or terminate YDstrong products or parts of their functions as required by business development and has the right to decide whether or not to (continue to) provide a product or service in EMS MAX; YDstrong has no obligation to notify users in any of the foregoing circumstances.

9.3 Except as otherwise provided by law, it is the responsibility of the user to back up the data stored in EMS MAX. If the user's service is terminated, YDstrong shall have the right to permanently delete all your relevant data in EMS MAX from the server and shall not be obligated to return or provide such data to you in any form.

10. Advertising

10.1 User agrees that YDstrong will send you advertisements, promotions or promotional information by itself or by third party advertisers in the course of providing services; The manner and scope thereof may change without special notice to you.

10.2 Users should judge the authenticity, reliability and responsibility of the advertising information sent and promoted by YDstrong. Except as expressly provided by law, YDstrong is not liable for any trading or loss/damage you may incur as a result of this advertising information.

10.3 Users are not allowed to block or filter advertising information without the written permission of YDstrong.

11. Other provisions

11.1 If any provision of this agreement is partially invalid or unenforceable for any reason, it shall not affect the binding effect of the remaining provisions of this agreement on the parties.

11.2 The headings of the terms of this agreement are for convenience only and shall not be used as a basis for interpretation of the terms of this agreement.