

ensage Platform Authorized Content Access

Terms v.20231208

Please read the ensage Terms of Use (hereinafter referred to as "Terms of Use") carefully before using the www.ensage.tours website and the ensage App. The www.ensage.tours website and the ensage App (hereinafter collectively referred to as "the Platform") are operated by Sage Cycling Tech International Co., Ltd. (hereinafter referred to as "the Company").

1.About These Terms

1.1 The services provided by the Platform include but are not limited to, allowing unspecified natural persons or legal entities to access, browse, and use the content on the Platform, apply for a membership account on the Platform, and order any products or services provided by related natural persons, legal entities, or third-party suppliers (hereinafter referred to as "Suppliers") (hereinafter collectively referred to as "the Services"). Anyone in the world, regardless of nationality, who uses the Services, as well as those using the Services through the aforementioned natural persons and legal entities, are referred to as "Users" in these Terms.

1.2 The Services may authorize Users to access and use texts, images, sounds, videos, etc., known as "Platform Authorized Content," either for a fee or free of charge. Users are required to thoroughly read the "ensage Platform Content Authorization Terms" (hereinafter referred to as "these Terms") before downloading and using the aforementioned content. Continuing to access the Platform Authorized Content indicates that Users have read, fully understood, and agreed to unconditionally comply with the Terms of Use and these Terms. If Users have not read or do not agree to accept the provisions of these Terms, they should immediately stop accessing, browsing the Platform's content, and using the Services.

1.3 In case of any discrepancy between the provisions of these Terms and other policies or rules, the content of these Terms shall prevail. For matters not stipulated in these Terms, other published policies or rules on the Platform,

such as "ensage Terms of Use," "ensage Products and Services Ordering Terms," "ensage Privacy Policy," "ensage Cookie Policy," etc., shall apply.

1.4 All content on the Platform, including but not limited to the form of the Services, domain names, sub-domains, technical features, graphics, sounds, music, videos, and intellectual property rights, are owned by the Company. Except for some content, graphics, videos, trademarks, etc., that are reasonably used or authorized by the Company or the Platform, such content, graphics, videos, trademarks, etc., belong to their respective intellectual property rights owners.

1.5 The Platform may revise any policies, these Terms, and additional terms from time to time as required by law or when necessary. The Platform will announce the revised content and marked dates through web pages, Apps, emails, SMS, messages, or push notifications at least 7 days before the effective date of any policy, these Terms, and additional terms revision. If Users continue to use the Services after the Platform publishes the revised notice, it indicates that they agree to accept and be bound by the updated policies, these Terms, and additional terms. If Users do not agree to accept these Terms, they should immediately stop using the Platform and the Services.

1.6 Users agree to indemnify the Company and its related enterprises for any losses incurred or damages to third parties due to the User's failure to comply with or breach of any of these Terms or due to the use of the User's content on the Platform or the Company. Users agree to compensate the Company for all losses incurred, including but not limited to damages, attorney fees, litigation costs, etc.

1.7 These Terms are written in Traditional Chinese. Any translated versions in other languages are for reference only and should not be used for interpretation or application of these Terms. In case of any discrepancy, the Traditional Chinese version shall prevail.

1.8 If any part of these Terms is deemed invalid or unenforceable by law, the remaining parts of these Terms shall remain valid and enforceable and shall not be affected.

2. Publishing of 'Platform Authorized Content'

2.1 The Company, suppliers with commercial membership, and third-party partners (hereinafter referred to as "**Content Owners**") can publish texts, graphics, audio, videos, and other content on the Platform's download section for the Users of the Platform to access either for a fee or for free. Such content is considered as the Content Owners agreeing to authorize the Platform Users to download as Platform Authorized Content, but the copyright of the Platform Authorized Content remains with the Content Owners.

2.2 Contents that are repeatedly uploaded, poor quality or damaged, infringing, or inconsistent with descriptions are considered invalid, and the Company reserves the right to delete such invalid content from the Platform. If the Content Owners upload content containing watermarks or promotional materials unrelated to the Platform, the Company also has the right to delete such content.

2.3 Content Owners agree to ensure the exclusivity of the valuable Platform Authorized Content published on the Platform. For 30 days following publication on the Platform, the Content Owners are prohibited from selling or freely displaying the content in any online or offline location outside the Platform, and may only share or display the link to the download section of the Platform. In case of violation, Content Owners agree to bear punitive breach of contract responsibilities and compensate the Company for all damages incurred, including but not limited to damages, lost profits, attorney fees, litigation costs, etc.

2.4 Content Owners agree that the uploaded Platform Authorized Content does not contain any confidential information and promise not to provide false, misleading, fraudulent, defamatory, offensive, racist, violent, obscene, pornographic, illegal, harmful computer programs, or any other unlawful or inappropriate content. Any content provided to the Platform by Content Owners, including but not limited to any publicly available text, images, sound, video, etc., which are owned or authorized by the Content Owners in terms of intellectual property rights and ownership, and agree to authorize the company and its affiliates to use the Platform Authorized Content globally in any form (including placing the company's trademark watermark in the Platform

Authorized Content), without having to pay any fees to the Content Owners or any other natural persons or legal entities. Content Owners guarantee that the Platform Authorized Content will not cause the Company and its related enterprises to infringe, usurp, or violate the rights of reputation, privacy, intellectual property, rights, or other regulations due to the Platform Authorized Content. If any person incurs any damage or loss due to the use or behavior of the Platform Authorized Content, the Content Owner shall bear the relevant legal and compensation responsibilities alone.

3. Ownership of 'Platform Authorized Content'

3.1 The Platform grants a single-user license for any Platform Authorized Content provided by Users, meaning that the Platform can authorize only one natural person at a time to access the Platform Authorized Content. Therefore, Users must register and log in to their member accounts on the Platform to access the Platform Authorized Content under the supervision and management of the Platform.

3.2 All Platform Authorized Content on the Platform is protected by intellectual property laws. The Platform or Content Owners hold all rights to the Platform Authorized Content, and Users may access the Platform Authorized Content only under the restrictions of these terms. As long as the User's account registered on the Platform is valid at the time of downloading the Platform Authorized Content and has not violated any terms of the Platform, Users have the right to use the downloaded Platform Authorized Content according to the following principles.

3.3 The Platform grants the User a non-exclusive, non-transferable, global, and permanent right to access the Platform Authorized Content within the scope of these terms and the following ranges:

- 3.3.1 Online.
- 3.3.2 For non-commercial use in physical media, digital media, product packaging, and digital software, including magazines, newspapers, books, e-books, advertising brochures, letterheads, business cards, product labels, CD and DVD cover art, and applications (including mobile apps).

- 3.3.3 For non-commercial use, incorporated into films, videos, multimedia presentations, or advertisements, or in physical prints, for display or broadcast to the public online and offline.

3.4 If the User creates derivative works based on the Platform Authorized Content obtained from the Platform, or if the derivative works include the aforementioned Platform Authorized Content, the ownership of such content remains with the Platform or Content Owners.

3.5 Users who need to obtain full commercial authorization for the Platform Authorized Content should contact the Platform or Content Owners for negotiation.

3.6 The Platform or Content Owners reserve the right to add, modify, cancel the availability of, or remove any Platform Authorized Content at any time. The User's access to the Platform Authorized Content downloaded before such changes will not be affected, however, the User acknowledges and agrees that the company makes no guarantees regarding the reliability, accuracy, completeness, timeliness, or quality of the Platform Authorized Content.

4. Access to 'Platform Authorized Content'

4.1 The download page for Platform Authorized Content will display the price, member points, or download conditions for each content. Users must log in to their Platform member account and pay the fee, use member points, or meet the download conditions as described on the download page to access the Platform Authorized Content. Users should judge the quality of the Platform Authorized Content they wish to access using the preview feature. As the Platform Authorized Content can be downloaded after payment or using member points, no refund or exchange services are available.

4.2 The company cannot guarantee that all Platform Authorized Content will always be accessible on the Platform.

4.3 If there are discounts or promotions for accessing Platform Authorized Content, supplementary terms will be set or directly explained on the Platform's webpage.

5. Restrictions on the Use of 'Platform Authorized Content'

5.1 If Users do not have permission to use the likeness of individuals involved in the Platform Authorized Content, please do not download or use it for any purpose.

5.2 Do not use Platform Authorized Content downloaded from the Platform in any misleading, fraudulent, defamatory, offensive, racist, violent, obscene, pornographic, illegal, harmful to computer software, or any other unlawful or inappropriate content.

5.3 Do not use Platform Authorized Content in a way that affects or defames individuals involved, including for:

- 5.3.1 Erotic goods and advertisements.
- 5.3.2 Tobacco or hallucinogenic drugs and advertisements.
- 5.3.3 Adult escort, dating, or similar services and advertisements.
- 5.3.4 Supporting specific political figures or groups and related content and advertisements.
- 5.3.5 Health, medical, and medical services and advertisements.
- 5.3.6 Fraudulent, defamatory, offensive, or immoral content and advertisements.
- 5.3.7 Explicitly or implicitly suggesting that individuals involved or similar individuals engage in immoral or illegal behavior, or suffer from physical or mental illness.
- 5.3.8 Infringing on any third party's trademarks or intellectual property rights.

5.4 Do not create tangible or digital goods for sale based on the Platform Authorized Content accessed from the Platform without authorization, or use them as trademarks, etc.

5.5 Do not endorse any trademarks, products, or services explicitly or implicitly based on the Platform Authorized Content accessed from the Platform without authorization.

5.6 Do not imply or suggest that the Platform Authorized Content was created by someone other than the User or Content Owner.

5.7 Users must not access the Platform Authorized Content on the Platform using programs, bots, or similar methods, including but not limited to bulk downloading or caching the Platform Authorized Content and website, or any other method that violates any terms of the Platform.

6. Rights Protection

6.1 If Content Owners believe their rights have been infringed, they should directly contact the company's customer service (email: support@ensage.tw) for prompt assistance.

6.2 If you have been reported and disagree with the allegation, please contact the company's customer service (email: support@ensage.tw) for prompt assistance.

6.3 The Platform, upon receiving clear evidence of infringement or being reported, and in cases where the reported member or infringer has no objections or incomplete objections, will promptly remove the infringing content and inform the infringing member for further action. If the person whose rights have been infringed files a complaint with judicial authorities or police, the company may provide the member's information to these bodies within the necessary scope under the "ensage Privacy Policy" and legal regulations.

7. Disclaimer

7.1 Users agree and understand that the Platform Authorized Content accessible on the Platform is published by the Content Owners. Except for the content posted by the Platform's official account, the company does not operate or own the aforementioned Platform Authorized Content. Therefore, the quality, specifications, etc., of the Platform Authorized Content are stated on the download page by the Content Owners, who retain all rights and bear legal responsibility. The company does not endorse the content published by Content Owners. Any issues arising from

the use of content from the Platform are the User's responsibility, and Users cannot claim compensation or assert any rights against the Platform or the company.

7.2 If Users or anyone believes their rights are infringed by the Platform Authorized Content published by Content Owners, they should follow the procedure outlined in Section 6 of this Terms for Rights Protection. The Platform will promptly notify the Content Owner, but cannot guarantee that the infringing Content Owner will respond in a reasonable time or satisfy any asserted rights of the infringed party.

7.3 Users agree that the Company is not liable for any third-party content encountered through the Platform and the Services. The Company does not make any guarantees or take responsibility for the reliability, accuracy, or quality of any third-party content, services, or products that Users may access or use through the Platform and the Services. The Company also does not guarantee or take responsibility for the uninterrupted and error-free operation of the Platform and the Services.

8. Contact Us

8.1 If Users have any questions about the services, content, intellectual property rights of the Platform, or these Terms, please contact the Company's customer service directly (email: support@ensage.tw). The Company will handle it as soon as possible.

Notice: If there is any discrepancy between the Chinese and English versions of this Agreement, the Chinese version shall prevail.