

ensage Terms of Use v.20231208

Please read the ensage Terms of Use (hereinafter referred to as "these Terms") 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. Relationship between Users and ensage

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 Before agreeing to access, browse the Platform, or register as a member of the Platform, Users should have read and fully understood the contents of these Terms. By browsing the content of the Platform or using the Services, Users indicate that they have read, fully understood, and agree to unconditionally comply with all contents of these Terms. Users who have not read or do not agree to accept these Terms should immediately stop accessing, browsing the content of the Platform, and using the Services.

1.3 The Platform may introduce additional terms applicable to specific events, activities, or promotions in the future, which will be disclosed to Users via appropriate web pages, Apps, emails, SMS, messages, etc., along with the applicable specific events, activities, or promotions. For these specific events, activities, or promotions, the additional terms are special agreements of these Terms. In case of any conflict in interpretation, the additional terms shall take precedence over these Terms.

1.4 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.

1.5 Users agree that when using the Services, they have read and accepted any periodically updated service-related terms and policies, including but not limited to the Platform's "ensage Product and Service Ordering Terms," "ensage Privacy Policy," "ensage Cookie Policy," "ensage Platform Authorized Content Access Terms," etc. All the aforementioned terms are available on the Platform, and Users agree that they have read them in detail.

1.6 The Company will endeavor to ensure the accuracy of the information on the Platform. However, any modification of information or content, except as previously announced per the above provisions, will not be notified by other means. The information on the Platform is only to assist Users in making independent decisions. The Company does not guarantee the accuracy, applicability, reliability, completeness, or functionality of any services or products provided on the Platform and is not responsible for any direct or indirect loss or damage, delays, or failures in message transmission.

1.7 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.

1.8 The Company may transfer the rights and obligations arising from these Terms or delegate any obligations under these Terms to any third party. Without the prior written consent of the Company, Users may not directly or

indirectly transfer these Terms or any rights and obligations arising from these Terms to a third party.

1.9 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.

1.10 In terms of expressions of intent involved in these Terms and any other terms and policies of the Platform, Users agree to use web pages, emails, faxes, SMS, etc., as written methods.

2. Using the Service and Registering a Membership Account

2.1 To provide Users with a better experience and to meet the requirements of certain services, Users may register a natural person or legal entity membership account (hereinafter referred to as "Membership Account") according to their nature. Users must have full civil rights and capacity to act; if Users lack full civil rights and capacity to act, they must first obtain consent from their legal representative, who shall register and use the Services on their behalf, and the User's legal representative must read and agree to these Terms. By clicking the button to agree to register, it is deemed that the User has full civil rights and capacity to act, or that the User has obtained the consent of their legal representative to register and use the Services.

2.2 When registering a Membership Account, Users must provide necessary identification and contact information, such as a nickname, email address, etc. Users agree to keep their Membership Account information accurate, complete, and up to date. The Company, the Platform, and its affiliates may send written documents, legal documents, information, advertisements, notifications, messages, emails, etc., to Users through the member account information provided at registration or purchase, including but not limited to email addresses and mobile numbers. Users may also deliver opinions and notifications to the Company in electronic, written, or other ways provided by

the Platform. Users agree that failure to keep their Membership Account information accurate, complete, and up to date may result in the inability to use the Services.

2.3 Users are responsible for all activities under their Membership Account. Unless otherwise permitted in writing by the Company, each User may only have one Membership Account after applying. Users must not authorize third parties to use their Membership Account and must not lend, or transfer it in any way to any third party. Violation will result in the cancellation of the Membership Account and legal action may be taken. If a User discovers unauthorized use or attempts by others to use their account, they must immediately notify the Company.

2.4 Users have the right to delete their Membership Account on the Platform at any time for any reason. Users may apply to delete their Membership Account via the web page, email, fax, SMS, etc. The Membership Account will be immediately deactivated and permanently deleted after 30 days. The Platform and the Company may retain some information related to the User as required or permitted by law after the Membership Account is deleted.

2.5 The Company has the right to delete any Membership Accounts or content information on the Platform that does not comply with national laws, regulations, interpretations, contracts, normative documents, judgments, or Platform regulations at any time without prior notice. If a User violates these Terms or the Platform's policies and agreements, the Company has the right to take all necessary measures directly, including but not limited to deleting the content published by the User, suspending or freezing the Membership Account, terminating the Services to the User, and pursuing legal liability through litigation.

2.6 According to the laws of the User's nationality or residence, the User may be unable to use the Services. Currently, the Company does not accept Users with nationalities from the European Union, the United Kingdom, the United States, etc. If you are a citizen of the aforementioned countries, please stop using the Services immediately. When accessing the Platform and using the Services, Users should follow the regulations and laws of their nationality and residence, which is the User's responsibility. The Company agrees to grant Users a private, non-transferable right to log in, access, and use the Platform and the Services,

provided that the User agrees and complies with the provisions of these Terms. If the User is unwilling to accept the contents and conditions of these Terms, please do not access or use the Platform and the Services; otherwise, the Company may unconditionally and unilaterally terminate the contract with the User and stop providing services. If the User violates these Terms, including the aforementioned prohibition of transferring accounts, the Company may claim damages and pursue related responsibilities.

2.7 Users should appropriately save, and maintain their account, password, and any credentials, verification codes, etc., provided by the Platform. The Company bears no responsibility for any liability, loss, or damage caused by unauthorized use of the User's password by any third party. In such situations, Users should immediately and effectively notify the Company to request the suspension of their account services.

3. Platform Content and Intellectual Property Rights

3.1 Under the premise of Users agreeing to comply with these Terms, the Platform grants Users the permission to browse and use the content of the Services for personal, non-commercial purposes within the agreed scope of the Platform. The Company reserves the right to modify part or all of the content of the Services at any time, as well as to modify these Terms and revoke permissions.

3.2 Users may not delete content on the Platform that is not owned by them, nor may they reproduce, modify, create derivative works, resell, transfer, or otherwise use the content of the Platform and the Services in any way that may harm the interests of the Platform or the Company without the prior written consent of the Company. Users and their associated third parties are also prohibited from decompiling, reverse engineering, disassembling, cracking, mirroring, or counterfeiting any part of the platform or service, including but not limited to programs and technology. Additionally, they must not intercept, index, or mine any part of the platform or service in any manner.

3.3 All rights to the Platform and the Services belong to the Company or its licensors and are protected under copyright law, trademark law, patent law, and other applicable laws. Users may use the Services under the precondition of complying with these Terms, but the Company does not transfer or grant any rights related to the Platform or the Services to Users. This includes, but is not limited to, all content of the Platform and the Services (such as software, text, images, graphics, databases, trademarks, diagrams, charts, audio, and video) as well as the names, logos, products, technologies, service names, patents, trademarks, and copyrights of the Company or its licensors. Unauthorized use of any form or means to copy, reproduce, modify, reprint, upload, post, transmit, extract, collect, or disseminate may violate copyright law, trademark law, patent law, and other applicable laws, and may lead to criminal or civil penalties.

3.4 Users acknowledge and agree that by uploading content to the Platform, they grant the Company the right to use, modify, reproduce, publish, and translate any content uploaded by Users. To clarify, unless otherwise agreed in writing, the aforementioned rights granted to the Company do not affect the ownership of the submitted data by Users, nor grant others the right to use such data.

3.5 Users agree that the content uploaded is not confidential 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 Users, including but not limited to any public text, images, sounds, videos, questions, comments, posts, or experience sharing (hereinafter referred to as "**User Content**"), is owned by Users or authorized content. Users agree to grant the Company and its affiliates the right to use such User Content globally in any form without paying fees to Users or any other natural persons or legal entities. Users guarantee that the User Content will not cause the Company and its affiliates to infringe upon, usurp, or violate the rights of third parties, including but not limited to reputation, privacy, intellectual property, or other regulations. Users shall bear sole legal and compensation responsibilities for any damage or loss caused by the use or actions of the User Content.

3.6 When Users access and use the content and services on the Platform, the Company cannot know or predict the identity or behavior of other third-party Users who may interact with Users. Therefore, the Company cannot guarantee the authenticity and correctness of the content, data, or information provided by other third-party Users on the Platform. Users should bear the risk of using the Platform's User Content themselves. To the fullest extent permitted by law, the Company is not responsible for User Content, including but not limited to errors or omissions in User Content.

3.7 The Company reserves the right to delete any User Content on the Platform that does not comply with national laws, interpretations, contracts, normative documents, judgments, or the Platform's regulations, without notifying Users or obtaining their consent, and has the right to restrict Users' access to the Platform. For severe cases, the Company reserves the right to revoke Users' access to the Platform or temporarily suspend or revoke Membership Accounts.

3.8 Unless with the prior written consent of the Company, Users may not use, display, imitate, design, or employ framing techniques to disclose the services and content of the Platform through other applications or websites.

3.9 Users may be linked to external third-party websites or services through the Platform. Users should decide for themselves whether to use such third-party websites or services. The Company is not responsible for the nature, content, products, or other information of these third-party websites or services. Users should independently assess and bear all risks associated with their activities. Before browsing or accessing external third-party websites or services, Users are responsible for reading and agreeing to any separate User terms or related policies that those sites or services may have.

3.10 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.

4. Order Transactions

4.1 Users agree to comply with any provisions for using the Services, including individual terms for ordering or purchasing products or services provided by suppliers through the Platform.

4.2 Users agree and understand that the Services provided by the Platform, including but not limited to products or services, are provided by external third-party partners or suppliers. The Company does not operate or own the aforementioned goods. Therefore, issues related to the quality, content, delivery, warranty, and defect liability of products or services are specified by the suppliers on the product pages. Suppliers have the authority to accept or decline reservations or orders and bear the responsibility of providing all services as described on their pages. The Company does not endorse suppliers or third-party services and content. Users bear the risks arising from using the Platform and the Services may not claim compensation or assert any rights against the Platform or the Company.

4.3 If Users have any questions or dissatisfaction with the services or products provided by suppliers, they should first seek remedies or solutions from the suppliers to protect their rights. If Users cannot successfully contact the suppliers, they may choose to contact the Platform's customer service. The Platform's customer service will assist Users in contacting suppliers as much as possible, but Users understand and agree that the Platform cannot guarantee that suppliers will respond within a reasonable time or satisfy any rights claimed by Users. If the issue cannot be resolved, Users may also seek help through other legal channels.

4.4 When Users provide information about third parties (such as consumers, contacts, or recipients), they must ensure that such third parties have agreed or authorized Users to provide their personal data to the Company, and must ensure that these third parties understand the contents of these Terms and agree to the collection, processing, and use of personal data as described in these Terms and the "ensage Privacy Policy."

4.5 Users understand and agree that individual services provided by suppliers may incur additional fees or taxes depending on the actual situation. Users may be obliged to pay relevant amounts to suppliers or tax authorities.

4.6 Users may raise any disputes, conflicts, disagreements, or litigations arising from the Platform, the Services, or these Terms to the customer service channels provided by the Platform. The Company will assist within a reasonable range.

4.7 If Users cancel their booking within the cancellation period as described in the service and the "ensage Product and Service Ordering Terms," then once the cancellation is successful and the User has received notification from the platform, or if the service purchased by the User is canceled according to the usage conditions and restrictions set by the platform or supplier, the amount paid by the User will be refunded in the same manner as the payment was made. Users understand and agree that the refunded amount may differ from the original payment amount due to the timing of the cancellation, exchange rates, and fees or service charges from credit card companies or payment service providers. For the refund process, please refer to the relevant provisions in the "ensage Product and Service Ordering Terms."

4.8 If Users engage in any transactions with third parties through links to external websites or services from the Platform, they should conduct necessary or appropriate investigations. Such transactions are between Users and the third parties and do not involve the Company. Users acknowledge and agree that the Company is not responsible for any costs, losses, or damages arising from such transactions.

4.9 Users must make payments in the manner specified by the Platform. Suppliers are not obligated to process or execute Users' orders until the payment process is completed. Users must not provide false personal information, create false identities, or impersonate others. Users must not use invalid or unauthorized financial cards, credit cards, or other electronic payment instruments for reservations or orders. Users bear the risk of providing false information and may not claim compensation or assert any rights against the Platform or the Company, which may seek damages, litigation costs, and attorney fees from Users.

4.10 Products or Services purchased by Users from the Platform are for personal use only and must not be used for commercial purposes or in a manner inconsistent with personal use (including abnormal or excessive reservations or orders of specific products or services, followed by cancellations).

4.11 The Company and suppliers reserve the right to refuse or cancel any reservations or orders that may violate these Terms.

4.12 Users agree that the Services may be unavailable due to issues with suppliers, third-party websites or services, network connections, or other uncontrollable factors. Users should ensure the accuracy of their input data. The Company is not liable for any damages if it cannot timely notify Users of subsequent transaction processing due to incorrect data in the event of such abnormalities. The Company reserves the right to cancel abnormal transaction results caused by system failures, network problems, DDOS hacker attacks, or any other unexpected factors, and is not liable for any damages resulting from such abnormalities.

5. Liability for Breach of Contract

5.1 Users agree to compensate the Company and its affiliates for any losses incurred due to the User's failure to perform or breach of any of these Terms, or due to the use of User Content on the Platform or by the Company causing loss to third parties or infringement of third parties' rights. Users agree to compensate for damages caused to the Company, including but not limited to compensation for damages, attorney fees, and litigation costs.

5.2 Users agree to comply with laws and use the Services on the Platform for lawful purposes only. The Services include any content and services on the Platform. Users must not cause disturbance, property damage, etc., to other Users, the Platform, the Company and its members, natural persons, legal entities, partners, and suppliers cooperating with the Company when using the Services. In some cases, Users may be required to provide identity proof or other forms of identification to use the Services, and failure to provide such information may result in the inability to use the Services.

5.3 Users are prohibited from abusing the Platform by engaging in fraudulent activities, misusing discounts or promotions, cracking other Users' passwords, transferring or illegally storing data, and other illegal activities.

5.4 If the Company and its shareholders, employees, agents, affiliates, or cooperating manufacturers suffer or incur any litigation, liability for compensation, claims for damages, losses, or other damages due to the User's breach of these Terms, the User shall bear full responsibility for all damages (including but not limited to litigation costs and attorney fees). This liability for damages shall not be affected by the termination or expiry of these Terms.

6. Dispute Resolution and Governing Law

6.1 Unless otherwise provided in these Terms, the governing law of these Terms shall be the laws of the Republic of China (Taiwan). Any disputes arising from these Terms or the Services shall be subject to the jurisdiction of the Taipei District Court in Taiwan as the court of first instance. Users also agree to be bound by a confidentiality obligation regarding the contents and information of disputes, arbitration, litigation, etc., even after the resolution of the disputes.

6.2 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. These Terms do not exclude the application of Article 47 of the Consumer Protection Act, Article 28-2, and Article 436-9 of the Civil Procedure Law.

7. Disclaimer

7.1 Use of the Services does not create a joint venture, partnership, employment, or agency relationship between Users and the Company or related enterprises.

7.2 Users acknowledge that the content, products, and services listed on the Platform and Services pages may be related to sports, fitness, and traffic safety and involve certain risks. Users understand that it is their responsibility to seek medical advice and comply with relevant regulations before using the Platform

and Services. Users agree that the Company is not responsible for any damage suffered by Users due to these risks.

7.3 Any content transmitted or exchanged by Users in connection with the Services is not confidential, and communication content may be read or intercepted by others. Users understand and confirm that no confidential, fiduciary, or other cooperative legal relationship has been established between Users and the Company.

7.4 Users agree that the directors, senior managers, supervisors, employees of the Platform and the Company, and their agents, are not responsible for any direct, indirect, special, incidental, punitive, exemplary, or consequential damages caused to Users due to their breach of these Terms of Use, use of the Platform, or other negligent actions.

7.5 To the maximum extent permitted by law, Users agree that if they are dissatisfied with the Services or these Terms, they will immediately cease using the Services. In any case, if the Company is liable to compensate Users, the maximum amount of compensation shall be the total fees paid to the Platform by the User in the twelve months preceding the initial claim.

7.6 If Users violate any provision of these Terms or the Company deems it necessary, the Company reserves the right to immediately terminate or suspend the User's access to the Platform's services or membership account, without any prior notice.

7.7 If Users violate any content of these Terms, they agree that the Platform and the Company are not obligated or responsible for their actions and may cancel any orders established by the User before the termination of their account, without any refund.

7.8 Regardless of the User's nationality, if the service ordered by the User requires travel to other countries, the User should independently understand the current entry regulations of the destination and comply with local laws. Since visa and medical examination regulations of countries may change temporarily without notice, Users should reconfirm the current regulations before departure.

7.9 The Platform strongly recommends that Users purchase relevant insurance based on their needs before departure.

8. Privacy Policy

8.1 For policies related to the Company's use of the User's personal data, please read the currently effective "ensage Privacy Policy" of the Company. These policies are incorporated into these Terms and have the same effect. By accepting these Terms, Users agree to comply with and be bound by the "ensage Privacy Policy."

9. Contact Us

9.1 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.