

RunX Ring - Terms of Service

Last Updated: November 22, 2024

Welcome and thank you for your interest in RunX Ring! You are reviewing these Terms of Service because you use or have purchased, or are considering purchasing or using, the RunX Ring Services (the "RunX Mobile Ring Services"), consisting of a smart ring or other electronic device to be used with the RunX mobile application (the "Mobile App").

THESE TERMS OF USE ARE A LEGAL AGREEMENT BETWEEN YOU AND RUNX. PLEASE READ THEM THROUGH CAREFULLY BEFORE USING ANY RUNX RING SERVICES. The Platform and Products and Services offered by us are made available to you in accordance with these Terms and Conditions, and any other rules posted on Website (collectively, the "Terms of Use"). By using the Platform, or any part of it, and any related service in any way, including (without limitation) downloading the App, visiting or browsing the Website, providing information and other materials or services on the App or the Website, you (the "user", "you", "yours", "yourself") agree to be bound by the Terms of Use, which constitute an agreement between you and us, and you warrant that you have the capacity and ability to agree to the Terms of Use and to carry out your obligations as set out in the Terms of Use. By using any RunX Ring Services you signify your agreement to these Terms of Service (the "Terms of Service"). If you do not agree to these Terms of Service, you may not use the RunX Ring Services and should not purchase the RunX Ring Services.

By downloading RunX Mobile Applications and browsing the website, you acknowledge that:

- (1) any use of RunX Ring Service is subject to these Terms of Service;
- (2) you have carefully read, understand and agree with these Terms of Service;
- (3) In particular, we wish to draw your attention to our privacy policy found on our Platform ("Privacy Policy"). We reserve the right to only accept registration of, or provide our Products and Services to those over the age of 21 years.
- (4) you are of legal age and you are able to form legally binding contracts. If you are under 16 years of age, you must let your parent or guardian know about our Privacy Policy before you access the Platform

For the avoidance of doubt, you may not use our Services if you are located in, or a citizen or resident of any state, country, territory or other jurisdiction where your use of our Services would be illegal or otherwise violate any applicable laws. Please make sure that these Terms are in compliance with all laws, rules, and regulations that apply to you. You agree that you are only using our Services with legally-obtained funds that rightfully belong to you. By using RunX Mobile Applications, you represent and warrant that you meet all eligibility requirements that we outline in these Terms. We may still refuse to let certain people access or use RunX Mobile Applications, however, and we reserve the right to change our eligibility criteria at any time.

IN CASE YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT ACCESS THIS WEBSITE OR APPLICATION, AND DO NOT USE OUR SERVICES.

When you click on "I agree with the Terms of Use and the Privacy Policy", these Terms become a legal agreement between you and us.

Disclaimers

1. RunX Ring is not intended to diagnose, treat, cure, or prevent any disease or medical condition. The information and guidance in the RunX Ring Services are there for informational purposes only and can not replace the services of health professionals or physicians. You should always consult a physician before making any changes to your sleep or activity based on information or guidance of the RunX Ring Services, or if you have any questions regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on or through the RunX Ring Services.
2. RunX Ring is not a licensed health care provider, nor should the products and services or any part of them, nor any content, including without limitation, text, copy, audio, video, photographs, illustrations, graphics, and other visuals constitute or be considered a substitute for professional medical advice, diagnosis, treatment or recommendations of any kind. All products and services and content are for informational and educational purposes only and the products and services and content should not be used during a medical emergency or for the diagnosis, treatment, cure, mitigation, or prevention of any medical condition. Please always consult with a licensed physician or other qualified healthcare providers before making any decisions or taking any actions that may affect your health via the use of the platform and our products and services. We are not responsible for any health problems that may result from information or guidance you learn about through the RunX Ring Services. If you make any change to your sleep or activity based on the RunX Ring Services, you agree that you do so fully at your own risk
3. Always consult with your healthcare professional if you have any questions or concerns about your health or health condition or experience any changes in your health condition or health status. You assume full responsibility for your decisions and actions based on your use of products and services. do not start or stop taking any medication or medical treatment unless advised by a medical practitioner. Never disregard and/or delay seeking any medical advice based on any contents or information available on the platform.
4. Third party devices are not manufactured by RunX. They are merely procured and distributed by RunX from authorized distributors, and were supplied by us to you, are intended to be for use in conjunction with the app. So far as may be excluded by applicable law, RunX is not responsible for any defect in the third-party device, nor will it be liable for any loss or damage suffered by you through your use of the third-party device. You assume full responsibility for your decisions and actions based on your use of the third-party device.
5. If you experience redness or skin irritation on your finger due to RunX Ring product, remove it immediately. If symptoms persist longer than 2-3 days, please contact a dermatologist. If you have a skin condition or have sensitive skin or have developed irritation or injury, please work with your healthcare professional. For any RunX Ring related injuries, we shall not be responsible as we are not the manufacturer of the RunX Ring and we have not tested the RunX Ring for its safety with patients with skin conditions or sensitive skin.
6. RunX Ring app is not a medical device. The app has not been tested for use in patients with diabetes or other health conditions. You understand, acknowledge and agree that the products and services, the content, including any information you learn from the app, are not intended, designed, or implied to diagnose, prevent, monitor, treat, or alleviate any illness or medical condition or disease, to ascertain the state of your health, or to be a substitute for professional medical care. the app is intended only for use by healthy adults in a stable environment. the app offers advice related to general health and wellness only.
7. RunX Ring is not a medical device. The ring has not been tested for use in patients with health conditions. You understand, acknowledge and agree that the services, the content, including any information you learn from the app through use of the ring, are not intended, designed, or implied to diagnose, prevent, monitor, treat, or alleviate any illness or medical condition or disease, to ascertain the state of your health, or to be a substitute for professional medical care. The ring and the app are intended only for use by healthy adults in a stable environment.

8. Accuracy of the biomarkers may be affected if you are suffering from any health condition. please use the products and services under a physician or healthcare professional's supervision if you are suffering from any health condition. We make no representation or warranty about the accuracy, completeness, or suitability for any purpose of the app, any of the products and services, the third-party device, or any advice or information provided as part of our products and services.
9. Our Product should not be placed in the mouth at any time. RunX Ring is not a toy nor is it intended for use by children. Children should not be left unattended with this Product, as it may pose a choking hazard.

Our Products and Services

Our Products and Services are **RunX Ring**, an electronic band that you wear on your finger to monitor and track your health and fitness. The RunX Ring can be paired with a smart phone or table, connecting to an application for viewing the data and recommendations to improve your health. Such plans and programs will also be governed by this Terms of Use and any data collected and processed shall be in accordance with our Privacy Policy.

Payments and Fees

Paid Services include the Services, which may be one-time purchases or automatically renewing subscription services ("Paid Services"), including our Site and Mobile App ("Subscriptions"). We may make changes to, suspend, or discontinue Paid Services at any time for any reason, and RunX Ring reserves the sole discretion to determine which Services or portions thereof require payment.

Paid Services may include pre-ordered Products that will be produced for you in the future ("Pre-Order"). You will be charged a Pre-Order fee when placing your Pre-Order. The actual date for shipping any accepted Pre-Order will depend on a variety of factors, including but not limited to, the date of payment of your Pre-Order fee and RunX 's manufacturing schedule. There is no shipping date guarantee for Pre-Orders.

You agree to pay all applicable fees for Paid Services including, without exclusion, any monthly subscription fees, user fees, and offering fees and any other fees, charges, or costs that you agree to purchase as part of the Paid Services during the checkout process ("Fees"). You agree to pay all Fees and all applicable taxes incurred prior to termination or cancellation of the Agreement.

You authorize RunX to charge your designated payment method for Paid Services. By providing an acceptable payment method, you represent and warrant that you are authorized to use the designated payment method and that you authorize us or our third-party payment processor to charge your payment method for the total amount of your purchase, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable, your Paid Service may be suspended or canceled. You must resolve any problem we encounter in relation to the payment method you provide in order to proceed with your use of the Service. If you accept a promotional offer or make changes to your Paid Services, the Fees, taxes, and amounts billed may vary. Billing amounts may also vary due to changes in applicable taxes or currency exchange rates. You authorize us or our third-party payment processor to charge your payment method for the corresponding amount. Refunds will not be issued unless required by law. Individual discounts may not be combined or stacked with any other discount. This payment obligation shall survive termination or cancellation of this Agreement for any reason whatsoever.

If you choose to finance a purchase through our third-party payment processor and one or more items in your order has an extended ship date, your loan payment(s), including interest, may be due before we ship all of the items. Please note that you may not receive a rebate of any interest that may have already accrued on an amount that is later refunded.

Privacy Policy

The RunX Ring Services are subject to the RunX Ring Privacy Policy, which can be found at our website <https://runx.app>

Updates to Terms or Service

We reserve the right to change, add, or remove parts of these Terms at any time and at its sole discretion. We will inform you of the changes in advance through your Account, or via email notification. We will also let you know by either posting the revised Terms on our website, on our mobile application or through other methods of communication which we deem reasonable. Such revised Terms as posted will take effect immediately, unless otherwise indicated. You should regularly check our website to inform yourself of any such changes and decide whether or not to accept the revised version of these Terms. If you continue to use RunX Ring Service following any update or modification of the Terms you shall be deemed to have accepted the revised Terms. If you do not agree to the Terms or any update or modification to the Terms, you must cease to access or use our Services. Our Services are evolving over time, we may change or discontinue all or any part of the Services, at any time and without prior notice, and at our sole discretion. It is your responsibility to familiarize yourself with the amended Terms. Your continued use of Services following the entry into force of amended Terms shall constitute and be interpreted as your acceptance of the changes, and your subsequent use of Services will be subject to the amended Terms.

In case of any changes, we will change the date of the last update at the beginning of these Terms. Please check this page regularly for updates.

Appropriate Use of Our Services

You are fully responsible for any materials and information you provide to us in the scope of using our Services.

You acknowledge and confirm that you will comply with all applicable laws and regulations and not use our Services for any purpose that is illegal, unlawful, unethical or inconsistent, and/or contrary to these Terms and the purpose for which the Services were created.

RunX Ring reserves the right to investigate all violations of these Terms, threats, and unauthorized use of the Services and will act accordingly and in a manner that is considered appropriate, including, among other things, reporting on the suspicion of illegal activities to the competent law enforcement authorities, the regulator or other authorized third parties. If necessary and bound by the law, we will disclose all the relevant information to the above-stated authorities, including personal names, emails, IP addresses, etc. You also acknowledge that you will not perform any activities that would, at our discretion, constitute or represent a disproportionate and excessive burden on our Services and infrastructure.

Trademarks, Copyrights, and Other Intellectual Property Rights

You can use our Services for your own needs, but we do not allow any exploitation beyond your personal use in accordance with the purpose of our Services.

Unless otherwise indicated by us, all copyright and other intellectual property rights in all content and other materials contained on the Website or in connection with the Services, including logo type, images, icons, texts, graphics, and all designs, slogans, products, or service names, databases, information, data software, corporate identity, sound, video, and other files (collectively: "Materials") are the intellectual property of RunX Ring or our

licensor or suppliers/partners and are protected by applicable copyright, trademark, and other applicable laws. You may view, print, or download a copy of Materials solely for your personal, informational, and non-commercial use, subject to the copyright and other proprietary notices. You may not copy, reproduce, republish, modify, imitate, collect, distribute, transmit, scrap, distribute, or use our Materials without our prior explicit written permission.

RunX Ring grants you a limited, nonexclusive, non-sublicensable, and non-transferable license, subject to these Terms, to access and use the Materials, solely for approved purposes as permitted by RunX Ring. All rights not expressly granted in these Terms are reserved solely for the benefit of RunX Ring. The license granted under this Section shall automatically terminate or suspend upon the termination of your access to the Services.

Infringement of our intellectual property rights will result in legal action to the fullest extent permissible by law. Unauthorized use, reproduction, modification, or distribution of our Materials not explicitly permitted in these Terms is strictly prohibited and may lead to civil and criminal penalties. We vigilantly protect our intellectual property rights and will actively pursue legal remedies to address violations, including seeking damages, injunctive relief, and recovery of legal fees and costs incurred in enforcing our rights.

Service Level Guarantee

We will do our best, but undesired events can happen and you should consider this before entering into a business relationship with us. You may suffer temporary unavailability of RunX Ring services in case of technical maintenance.

Our Services are provided in accordance with best-effort standards and there is no guarantee that there will be no delays, errors, failures, omissions, or other impairments of the system or the loss of the transmitted data or other information.

We will do our best to ensure our Services meet your availability expectations, however, we give no guarantee of any kind, either express or implied, that the Services will be available uninterrupted at all times.

In case of service interruptions, we will always strive to inform you in advance, however in certain circumstances this might not be possible. You fully understand and acknowledge the possibility of an outage of Services and you shall never hold us responsible for any such situation, or its consequences, including damage in all its forms.

While we make every effort to ensure the continuity, speed, and security of the Services, we are unable to completely foresee and hedge every legal, technological, and other possible risks, including but not limited to force majeure, hacker attack, system instability, virus, a flaw in third-party services, act of government and other unforeseen risk that may result in service interruption, data loss, and other losses and risks.

While we aim to provide uninterrupted Service, there may be occasions when our Services become temporarily unavailable. This could be due to necessary maintenance, system upgrades, security enhancements, a high volume of transactions, or other technical and non-technical factors. We are committed to minimizing any service disruptions and will endeavor to notify our users promptly in the event of any planned or unexpected downtime.

Due to interruptions and/or downtimes, RunX Ring shall not be held liable for any resulting damages to you or to any third person.

For high volume or abnormal transactions, market interruption, and other conditions that are caused by a system failure, limited liquidity, network failure, distributed denial-of-service (DDoS), other hacker attacks, and other unexpected factors, we reserve the right to cancel the abnormal transaction results and rollback all the transactions of a certain period. Following operational and security needs, we may suspend or restrict part of the Services.

We have taken all reasonable measures to ensure the accuracy of the information on the Website, however, RunX Ring does not guarantee the accuracy, suitability, reliability, completeness, performance, and/or fitness for the purpose of the content of any Services available through the Website, and will not accept liability for any loss or damage that may arise directly or indirectly from the content or your inability to access our Website, nor shall be responsible for any delay or failure of the transmission or the receipt of any instruction or notifications sent through our platform.

Indemnity

To the full extent permitted by the applicable law, you hereby agree to indemnify us and our partners against any action, liability, cost, claim, loss, damage, proceeding, or expense suffered or incurred if direct or not directly arising from your use of our Website, your use of the Service, or from your violation of these Terms.

Arbitration & Waiver of Class Action

The parties agree to arbitrate any dispute arising from this Agreement or your use of the Services on an individual basis. ARBITRATION PREVENTS YOU FROM SUING IN COURT OR FROM HAVING A JURY TRIAL. THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY. The parties agree that: (a) any arbitration will occur in the United States; and (b) the arbitration will be conducted confidentially by a single arbitrator in accordance with the rules of American Arbitration Association for arbitration of consumer-related disputes, in the English language, and with limited discovery. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. Other than class procedures and remedies discussed below, the arbitrator has the authority to grant any remedy that would otherwise be available to a court or other tribunal.

THE PREVAILING PARTY IN ANY ACTION OR PROCEEDING TO ENFORCE THESE TERMS SHALL BE ENTITLED TO COSTS AND ATTORNEYS' FEES. THE ARBITRAL DECISION MAY BE ENFORCED IN ANY COURT. WHETHER THE DISPUTE IS HEARD IN ARBITRATION OR IN COURT, YOU AND RUNX RING WILL NOT COMMENCE AGAINST THE OTHER A CLASS ACTION, CLASS ARBITRATION, OR REPRESENTATIVE ACTION OR PROCEEDING.

Force Majeure

We shall not be held liable for any delays, failure in performance, or interruptions of service which result directly or indirectly from any cause or condition beyond our reasonable control, including but not limited to: any delay or failure due to any acts of God, acts of civil or military authorities, acts of terrorism, civil or industrial disturbances, blockages, embargoes, war, strikes or other labor disputes, fire, earthquakes, storms or other nature-related events, interruption in electrical telecommunications or Internet services or network provider services, failure of hardware equipment and/or software or other utility failures, smart contract bugs or weaknesses, technological changes, changes in interest rates or other monetary conditions, and, for the avoidance of doubt, changes to any blockchain-related protocol, other catastrophe, or any other occurrences which are beyond our reasonable control, and shall not affect the validity and enforceability of any remaining provisions. If we are unable to perform our Services outlined in the Terms due to factors beyond our control, including, but not limited to, the aforementioned force majeure events or changes in applicable laws and/or sanctions policies, we shall not be liable for the Services provided under these Terms during the time period coincident with the event in question.

Assignment

You agree that we may assign any of our rights and/or transfer, sub-contract, or delegate any of our obligations under these Terms without any notice or consent from you. These Terms will bind and inure to the benefit of the

parties, their successors and permitted assigns. Your agreement to these Terms is personal to you and you may not transfer or assign it to any third party.

No Third Part Beneficiaries

You agree that, except as otherwise expressly provided in these Terms, there shall be no third-party beneficiaries to the Terms.

Entire Agreement

This Agreement sets forth the entire understanding and agreement as to the subject matter hereof and supersedes any and all prior discussions, agreements, and understandings of any kind (including, without limitation, any prior versions of the Terms) and every nature between us. Except as provided for above, any modification to these Terms must be in writing and must be signed by both parties.

Errors, Inaccuracies, And Omissions

Occasionally there may be information in the Services that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Services, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Services or on any related website, should be taken to indicate that all information in the Services has been modified or updated. These Terms shall have the legal force on the date of their publication on the Website.

Complaint Resolution

We understand you may be dissatisfied with our services. Any complaint you may have may be addressed via the following channels:

- Customer support chat window
- RunX Ring Help Center
- Email: runx@nftpassport.vip
- [Contact form on our website: https://runx.app](https://runx.app)

Your request will be resolved in the shortest possible time and without any costs. We will answer you promptly and in accordance with the best-effort principle. You will receive a confirmation of receipt of your filed complaint within 10 business days, and we will send you a response within 30 days after your complaint has been received. During this period, we might contact you for additional information and supporting documentation to be able to provide you with a comprehensive response. Your cooperation is considered crucial and if we do not receive the requested data or documentation within the given timeframe, we might either close the complaint task or provide you with an answer based on limited information. If we receive additional information after this, we will reopen the task or initiate a new one. In any case, we will do our best to provide you with reliable customer support service.

Miscellaneous

These Terms, including Privacy Policy and Cookie Policy and other documents concerning these Terms, govern the legal relationship between you and us regarding the use of our Services.

If one of us does not exercise its right under these Terms, such conduct shall not be considered as a waiver of the right or as a waiver of other rights.

We shall not be liable for failure to fulfil our obligations under these Terms or the damage related to our Services, if such failure or incurred damage in the widest possible meaning is the result of any reason beyond our reasonable control, which includes, inter alia, force majeure, hacker attacks, mechanical, electoral and communication impairments or deterioration.

If any provision of the Terms turns out to be unenforceable or invalid, then that provision shall be limited or eliminated to the minimum extent necessary for the Terms to remain in force.

We may transfer or assign to third-party rights and obligations under these Terms without your consent. We shall inform you about the transfer by email or other communication channels.

You may not assign your rights under these Terms to anyone else.

We reserve the right, at its sole discretion, to modify, suspend, or discontinue, temporarily or permanently, any part of our Services or offerings, with or without notice, at any time. Changes to our Services may include the addition or removal of features, functionalities, or content. We will not be liable to you or any third party for any modification, suspension, or discontinuance of our services

These Terms are effective immediately upon your active confirmation of acceptance by clicking "I Agree" button during the registration process, and will remain in effect until the moment you formally close your RunX Account and discontinue all use of our services you accept them and terminate when you close your Account and stop using our Services.