

# Terms of Service

## ■ ACCEPTANCE OF TERMS

Intelligent Group Ltd. Taiwan Branch (“ITG Taiwan”) welcomes you to join IU family. We provide <http://i-u.com.tw/en> (“IU Service” defined below) to you subject to the following Terms of Service (“TOS”), which may be updated by us from time to time without notice to you. You can review the most current version of the TOS at any time at:

[http://i-u.com.tw/en/notification/IUGlobal\\_TermsOfService.pdf](http://i-u.com.tw/en/notification/IUGlobal_TermsOfService.pdf)

By accessing and using IU Services, you accept and agree to be bound by the terms and provision of the TOS. In addition, when using particular IU owned or operated services, you and ITG Taiwan shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into the TOS. IU may also offer other services that are governed by different Terms of Service. In such cases the other terms of service will be posted on the relevant service to which they apply.

## ■ DESCRIPTION OF IU SERVICES

IU provides users with access to <http://i-u.com.tw/en>, including without limitation shopping services, personalized content and branded programming through its network of properties which may be accessed through any various medium or device now known or hereafter developed (the “IU Services”). You also understand and agree that the IU Services may include advertisements and that these advertisements are necessary for IU to provide the IU Services. You also understand and agree that the IU Services may include certain communications from IU, such as service announcements, administrative messages and the IU Newsletter, and that these communications are considered part of IU membership and you will not be able to opt out of receiving them. Unless explicitly stated otherwise, any new features that augment or enhance the current IU Services, including the release of new IU properties, shall be subject to the TOS. You understand and agree that the IU Services is provided “AS-IS” and that IU assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings. You are responsible for obtaining access to the IU Services, and that access may involve third-party fees (such as Internet service provider or airtime charges). You are responsible for those fees, including those fees associated with the display or delivery of advertisements. In addition, you must provide and are responsible for all equipment necessary to access the IU Services. You understand that the technical processing and transmission of the IU Services, including your Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

## ■ **IU PRIVACY POLICY**

Purchasing Data and certain other information about you are subject to our applicable privacy policy. For more information, see the full IU Privacy Policy at [http://i-u.com.tw/en/notification/IUGlobal\\_PrivacyPolicy.pdf](http://i-u.com.tw/en/notification/IUGlobal_PrivacyPolicy.pdf)

You understand that through your use of the IU Services you consent to the collection and use (as set forth in the applicable privacy policy) of this information, including the transfer of this information to Taiwan and/or other countries for storage, processing and use by IU and its affiliates.

## ■ **MEMBER ACCOUNT, PASSWORD AND SECURITY**

You will receive a password and account designation upon completing the IU Service's registration process. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your password or account. IU cannot and will not be liable for any loss or damage arising from your failure to comply with this Section.

## ■ **SPECIAL ADMONITIONS FOR INTERNATIONAL USE AND EXPORT AND IMPORT COMPLIANCE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Use of the IU Services and transfer or shopping via the IU Services may be subject to the export and import laws of Taiwan and other countries. You agree to comply with all applicable export and import laws and regulations, including without limitation the Export Administration Regulations). In particular, you represent and warrant that you are not a prohibited party identified on any government export exclusion lists (see <http://www.bis.doc.gov/complianceand enforcement/liststocheck.htm>) or a member of a government of any other export-prohibited countries as identified in applicable export and import laws and regulations;

## ■ **CONTRIBUTIONS TO IU**

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to IU through its suggestion or feedback webpages, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) IU is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) IU shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) IU may have something similar to the Contributions already under consideration or in development; (e) your Contributions automatically become the property of IU without any obligation of IU to you; and (f) you are not entitled to any compensation or reimbursement of any kind from IU under any circumstances.

## ■ **NO COMMERCIAL REUSE OF IU SERVICES**

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial

purposes, any portion or use of, or access to, the IU Services (including Content, advertisements, and your IU account).

#### ■ **MODIFICATIONS TO IU SERVICES**

IU reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the IU Services (or any part thereof) with or without notice. You agree that IU shall not be liable to you or to any third party for any modification, suspension or discontinuance of the IU Services (or any part thereof).

#### ■ **TERMINATION**

You may terminate your IU account, any associated email address and access to the IU Services by yourself. You agree that IU may, without prior notice, immediately terminate, limit your access to or suspend your IU account, any associated email address, and access to the IU Services. Cause for such termination, limitation of access or suspension shall include, but not be limited to, (a) breaches or violations of the TOS or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) discontinuance or material modification to the IU Services (or any part thereof), (d) unexpected technical or security issues or problems, (e) extended periods of inactivity, (f) engagement by you in fraudulent or illegal activities, and/or (g) nonpayment of any fees owed by you in connection with the IU Services. Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in IU's sole discretion and that IU shall not be liable to you or any third party for any termination of your account, any associated email address, or access to the IU Services. Termination of your IU account includes any or all of the following: (a) removal of access to all or part of the offerings within the IU Services, (b) deletion of your password and all related information associated with or inside your account (or any part thereof), and (c) barring of further use of all or part of the IU Services.

#### ■ **DEALINGS WITH ADVERTISERS**

Your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the IU Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertiser. You agree that IU shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers on the IU Services.

#### ■ **LINKS**

The IU Services may contain links to third-party web sites or services that are not owned or controlled by IU. IU has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that IU shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

## ■ **NO THIRD-PARTY BENEFICIARIES**

You agree that, except as otherwise expressly provided in this TOS, there shall be no third-party beneficiaries to this agreement.

## ■ **NOTICE**

IU may provide you with notices, including those regarding changes to the TOS, including by but not limited to email, regular mail, SMS, MMS, text message, postings on the IU Services, or other reasonable means now known or hereafter developed. Such notices may not be received if you violate this TOS by accessing the IU Services in an unauthorized manner. Your agreement to this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed the IU Services in an authorized manner.

## ■ **TRADEMARK INFORMATION**

You agree that all of IU's trademarks, trade names, service marks and other IU logos and brand features, and product and service names are trademarks and the property of ITG Taiwan. Without IU's prior permission, you agree not to display or use in any manner the IU Marks.

## ■ **GENERAL INFORMATION**

Entire Agreement. The TOS constitutes the entire agreement between you and IU and governs your use of the IU Services, superseding any prior version of this TOS between you and IU with respect to the IU Services. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other IU services, affiliate services, third-party content or third-party software. Choice of Law and Forum. You and IU each agree that the TOS and the relationship between the parties shall be governed by the laws of Taiwan without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to the TOS, or the relationship between you and IU, shall be brought exclusively in the courts located in the county of Santa Clara, California or the U.S. District Court for the Northern District of California. You and IU agree to submit to the personal jurisdiction of the courts located within the county of Santa Clara, California or the Northern District of California, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. Waiver and Severability of Terms. The failure of IU to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the IU Services or the TOS must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the TOS are for convenience only and have no legal or contractual effect. IU may freely assign the TOS and all of the policies and other documents

incorporated or referenced in it (including all rights, licenses, and obligations under it or them), in whole or in part and without notice.

■ **Contact Us**

If there are any questions about these Terms, you may contact us using the information below.

Intelligent Group Ltd. Taiwan Branch

6F., No.8, Aly. 30, Ln. 358, Ruiguang Rd., Neihu Dist.,

Taipei, 11492 Taiwan R.O.C

service@i-u.com.tw

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