

GotYourPoint Term of Service

PLEASE NOTE THAT YOUR USE OF AND ACCESS TO OUR SERVICES (DEFINED BELOW) ARE SUBJECT TO THE FOLLOWING TERMS; IF YOU DO NOT AGREE TO ALL OF THE FOLLOWING, YOU MAY NOT USE OR ACCESS THE SERVICES IN ANY MANNER.

1. Introduction and Acceptance

1.1. Welcome to the GotYourPoint Platform, operated by CyberSoft Digital Services Corp (hereinafter referred to as the "Company"). Before using this Service or registering an account (hereinafter referred to as "Account"), please carefully read the following terms of service to understand your rights and obligations in relation to this Service.

1.2. This Service includes: (a) the GUP Reward Point app (Store) (for both iOS and Android versions), the GUP Reward Point Wallet app (for both iOS and Android versions), the GotYourPoint website, and the merchant backend (domain: gotyourpoint.com); and (b) all information, linked pages, features, data, text, images, photos, graphics, music, sound, video, messages, tags, content, programming, software, and application services (including but not limited to any mobile applications) provided through this Service. Please read these Terms carefully as they contain important information regarding your legal rights, remedies and obligations with respect to your use of this Service, including but not limited to various limitations, exclusions, and indemnities.

1.3. Before registering as a user, you must read and accept these terms of service along with any linked or referenced terms, and agree to the privacy policy. By accessing or using this Service or creating an Account, you signify that you have read, understand and agree to be bound by these Terms in all respects with respect to this Service. If you are not willing to be bound by each and every term or condition, or if any representation made herein by you is not true, you may not use, and must cease using, this Service.

1.4. This Service is only available to users who are not citizens of EU member

states. If you are a citizen of an EU member state, please do not download the app or create an Account.

1.5. You acknowledge and agree that you are granted a limited license to use this Service, provided that you comply with these Terms of Service.

2. Description of Services

2.1. This Service provides online points collection and membership management functions, allowing merchants (hereinafter referred to as "You" or "Merchant") to issue and redeem points, manage memberships, market products and services, exchange points, and analyze and download transaction data.

2.2. Merchants can collaborate to create joint promotions, allowing consumers to participate in marketing campaigns through this Service to earn, redeem, exchange points, or access other rewards. The legal relationship concerning the issuance and exchange of points is solely between the Merchants, their partners, and the consumers. The Company does not participate in any transactions between Merchants, their partners, or consumers. This Company only provides platform maintenance and operational support and assumes no responsibility for the issuance or redemption of points or the provision of merchant services.

In the event of any disputes arising from point-related activities, the Merchant guarantees to handle such disputes promptly and appropriately. The Merchant is fully responsible for dealing with any third parties (such as customers, other merchants, or government agencies) and assumes all related liabilities. The Merchant also ensures that the Company will not be held liable for any damages. If a breach of this guarantee causes damage to the Company, You will be responsible for compensating us for all related losses, including reasonable attorney's fees.

3. Merchant's Obligations and Responsibilities

3.1. Merchant-related functions in this Service are only available after completing the account registration process. Please follow the instructions on

the registration page to complete your account setup. The email address You choose during registration (referred to as your "ID") and the password will serve as your primary means of logging into this Service. Unless You can prove that the leak of your ID or password was due to the Company's fault, any use of this Service with the correct ID and password will be considered your own actions, and You will be responsible for all related consequences. Please keep your ID and password secure, and ensure that only authorized persons who are permitted to use this Service have access to them.

3.2. Please log out of your account after using this Service. If You suspect that your account, ID, or password has been used without authorization, notify us immediately. We will assist You in freezing your account or retrieving your ID, but You must provide the identification details You submitted during registration for verification.

3.3. You should properly manage and ensure that the content You post through this Service is up-to-date, complete, and accurate, including point issuance and redemption methods, contracts, detailed information, and other terms and conditions. Any changes or adjustments should be handled appropriately in accordance with the law and relevant contracts.

3.4. You warrant that the merchant content is properly licensed, and the Company's use and does not violate any laws or infringe upon the intellectual property rights or other rights of third parties. In the event of a breach of this warranty, You shall assume full liability. If any damage is caused to the Company or a third party as a result, You will be responsible for compensating such damages, including reasonable attorney's fees.

3.5. You warrant that the products or services provided to customers through this Service will be of the same quality as those provided to customers who do not use this Service. You will also assume full responsibility for any entitlements arising from customer participation in activities or points redemption through this Service.

3.6. You agree to indemnify the Company against any claims, actions,

proceedings, lawsuits, and all related liabilities, damages, penalties, fines, costs, and expenses arising from or related to the following causes attributable to You:

3.6.1. Your violation of these Terms of Service or any policies or guidelines referenced in them;

3.6.2. Your use or misuse of this Service;

3.6.3. Your violation of any laws or infringement of third-party rights.

3.7. You may not transfer, sublicense, or assign any rights or obligations granted to You under these Terms of Service.

3.8. Nothing in these Terms of Service shall be construed as creating a partnership, joint venture, or agency relationship between You and the Company, nor does it grant You the authority to agree to any fees or liabilities on behalf of the Company.

3.9. You acknowledge and understand that the notifications, issuance, and redemption of points and rewards through this Service constitute a legal relationship between You and the relevant users. The Company merely provides this Service as an information platform and assumes no responsibility for the notifications, issuance, redemption of points or rewards, or any legal relationships arising from consumption or marketing activities.

3.10. You agree not to:

3.10.1. Upload, post, transmit, or otherwise provide any content that is illegal, harmful, threatening, abusive, harassing, alarming, distressing, defamatory, vulgar, obscene, invasive of privacy, hateful, racially discriminatory, or otherwise objectionable;

3.10.2. Impersonate any person or entity, or misrepresent your affiliation with any person or entity while using this Service;

3.10.3. Forge headers or manipulate identifiers to disguise the origin of any content transmitted through this Service;

3.10.4. Use this Service for the benefit of any third party without the Company's written consent, or in any way not authorized by these Terms of Service;

3.10.5. Interfere with the normal use of this Service by other users;

3.10.6. Attempt to decode, reverse-engineer, disassemble, or hack this Service (or any part of it), its related programs, or any undisclosed data, or attempt to bypass the encryption or security measures protecting this Service or any data transmitted, processed, or stored by the Company;

3.10.7. Collect, process, or use personal data for purposes other than points or marketing activities unless in compliance with personal data protection laws;

3.10.8. Upload, email, post, transmit, or provide any content that You are not authorized to disclose under law, contract, or fiduciary duty (e.g., internal or confidential information obtained through employment or non-disclosure agreements), or that infringes upon others' intellectual property, privacy, or portrait rights;

3.10.9. Upload, email, post, transmit, or otherwise provide any material containing viruses, worms, trojans, or other malicious code, files, or programs;

3.10.10. Interfere with, manipulate, or disrupt this Service, its servers, networks, or other users;

3.10.11. Engage in any actions or behaviors that may directly or indirectly damage, overload, or impair the performance of this Service or its connected servers or networks;

3.10.12. Engage in any other behavior that violates these Terms of Service, internet etiquette, or is deemed inappropriate by the Company.

3.11. You acknowledge and agree that if required by law, court order, or by any government or regulatory authority with jurisdiction over the Company, or when reasonably necessary in good faith, the Company may access, retain, and disclose your account information and content in order to:

3.11.1. Comply with legal processes;

3.11.2. Enforce these Terms of Service;

3.11.3. Respond to complaints regarding content that infringes third-party rights;

3.11.4. Respond to your customer service requests;

3.11.5. Protect the rights, property, or personal safety of our company, its users, or the public.

4. Intellectual Property

4.1. All copyrights, trademarks, patents, trade secrets, and other legally protected intellectual property included in this Service are the property of the Company or its licensors.

4.2. Except for the license granted to You under these terms, You may not reproduce, distribute, publicly transmit, display, perform, broadcast, or modify any part of this service, the website, or its content, nor may You create derivative works based on them.

4.3. You acknowledge and agree that any ideas or suggestions You provide to the Company through this Service or by other means are given voluntarily, without charge, and without any restrictions. The Company may use them freely. Do not provide any trade secrets or confidential information subject to confidentiality obligations. Personal data will be handled according to the Company's privacy policy.

4.4. By posting, uploading, or publishing content through this Service (hereinafter referred to as "Merchant Content"), You represent and warrant that You have the legal rights or authorization to grant the Company or the Service operator a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use such content in any media for the purpose of operating, marketing, or promoting this Service.

4.5. You agree to provide the Company with your business name, trademarks, product or service information, photos, or other marketing materials, and grant the Company permission to use them within this Service or for promoting this Service.

5. Termination of Service

5.1. The Company may suspend or terminate your account or ID if any of the following situations occur:

5.1.1. Violation of the Terms of Service;

5.1.2. Infringement of intellectual property rights, violation of laws, or engagement in activities contrary to public order or good morals;

5.1.3. Submitting false information or registering multiple accounts;

5.1.4. Failure to fulfill obligations related to point redemption agreements with consumers;

5.1.5. Sending chain letters, spam, viruses, malicious software, or engaging in other improper activities;

5.1.6. Engaging in any other actions that harm the interests of other users, third parties, or the Company.

5.2. If You wish to terminate your use of this Service, You may notify the Company in writing or through the electronic methods designated on the service website. However, You remain responsible for any ongoing point issuance and redemption agreements, regardless of whether they were initiated before or after termination. Once all point issuance and redemption matters are completed, You should notify the Company. Upon confirmation, your account will be closed, and the termination process will be completed.

5.3. The Company reserves the right to refuse your application to create an account or use this Service for any reason.

6. Limitation of Liability

6.1. You acknowledge and understand that this Service is provided on an "AS IS" basis at the time of use. Except as specifically provided in these terms, the Company makes no express or implied warranties regarding this Service, including but not limited to warranties of quality, performance, non-infringement, merchantability, or fitness for a particular purpose.

6.2. To the extent permitted by law, You acknowledge and understand that the Company does not guarantee that this Service, its functions, or related apps, websites, or features will be continuously accessible, uninterrupted, timely, secure, reliable, accurate, complete, or error-free. The Company does not warrant that this Service will be free from computer viruses, worms, backdoors, or other harmful codes, instructions, programs, or components, and cannot guarantee that such content will not be maliciously inserted by third parties.

6.3. The Company may suspend or interrupt all or part of this Service without liability to You in the following cases:

6.3.1. When relocating, replacing, upgrading, maintaining, or repairing the software or hardware related to this Service;

6.3.2. When service interruptions or damage to communication lines are caused by force majeure, such as typhoons, earthquakes, tsunamis, floods, power outages, wars, submarine cable breaks, or other unforeseeable events resulting in service suspension or interruption;

6.3.3. Any other service interruptions not caused by the Company.

6.4. The Company is not liable for any indirect, incidental, special, or consequential damages arising from your use or inability to use this Service. If the Company is required by law to bear any liability, you agree that the Company's liability for compensation will be limited to the total fees You paid to the Company for this Service in the month prior to the event in question.

6.5. This Service may contain third-party links or advertisements. These links or advertisements are provided by third parties and are not associated with the Company. You assume all risks related to accessing or clicking on such links or advertisements.

7. Modification

7.1. If the Company modifies or amends the Terms of Service, a notice will be published on the service website and the merchant version of the GUP app (for both iOS and Android), or sent via email. The changes will become effective on

the date specified in the notice or email.

7.2. If You continue to use this Service after the changes take effect, this will be deemed acceptance of the changes. If You do not agree with all or part of the changes, You may terminate your use of this Service.

8. Governing Law and Dispute Resolution

8.1. These Terms of Service shall be governed by and interpreted in accordance with the laws of the Republic of China (Taiwan), excluding any provisions related to conflict of laws or choice of law rules.

8.2. In the event of any dispute, conflict, or claim (collectively, "Dispute") between You and the Company, the Parties shall first engage in amicable negotiation. Should litigation become necessary, the Parties agree that the Taiwan Taipei District Court shall have jurisdiction to resolve the dispute.

8.3. You agree that all Dsputes will be resolved solely on an individual basis, and no class actions, class arbitrations, or other collective or representative actions will be permitted.

8.4. Before commencing arbitration or any other legal proceedings, either party may seek interim measures or preliminary relief from a court of competent jurisdiction to protect their rights in arbitration or to prevent irreparable harm.

8.5. These terms do not exclude the application of any mandatory legal provisions in your country, region, state, or province of residence. If such laws mandate specific consumer protection measures or dispute resolution procedures, those local laws shall take precedence, and such disputes will be governed by the applicable local laws of your place of residence.

GotYourPoint Privacy Policy

Welcome to the GotYourPoint Platform, operated by CyberSoft Digital Services Corp (hereinafter referred to as the "CyberSoft" or "we"). CyberSoft is committed to safeguarding your privacy online. Please read the following Privacy Policy ("Privacy Policy") to understand how your Personal Information will be treated, as you make use of the GotYourPoint Platform. This Privacy Policy explains the types of information gathered, and what we do with it and may be amended from time to time, so please check it periodically.

1. Personal Information We Collect. Personal Information is any information that personally or specifically identifies you or your business. It can be your first and last name, address, your telephone number, age, gender or your e-mail address, depending upon what you voluntarily provide to us through our Contact Us functionality. Unless you provide this information to us, we do not collect Personal Information. We may, however, also collect e-mail addresses from users who send us support mail or request technical or other help.

2. Use of Information. We may use the Personal Information we collect to improve our services; to notify users about updates to our services or promotional offers or opportunities that we believe will be of interest; to investigate violations of GotYourPoint Term of Service; and in any other reasonable way that we use the customer or potential customer information we have in our corporate databases. We may also share Personal Information with consultants and related companies for internal business, marketing, product development or research. We may access Personal Information on behalf of third parties for marketing or promotional purposes. In some situations, we may share your Personal Information with third parties who perform a particular service on our behalf, or in cooperation with us.

3. Electronic Newsletters or emails. In the future, we may offer free, electronic announcement(s) or newsletters, whether sent on our behalf or on behalf of third

parties. You will only receive a newsletter if you have provided to us your email address. If we do send you a newsletter or electronic announcement, and you do not want to continue receiving such e-mail newsletter, please contact us and tell us that you no longer want to continue receiving such e-mail newsletter. This election may not affect your ability to use the GotYourPoint Platform.

4. Deleting or Modifying Your Personal Information. If you've given us Personal Information in the past and want to delete or update it, please send an e-mail to us and put "Delete Personal Information" in the subject matter line and then tell us in the body of the e-mail that you want your Personal Information deleted; or Put "Update Personal Information" in the subject matter line and then provide your updated Personal Information in the body of the your e-mail.

Although it is not always possible to remove or modify Personal Information in the databases, we will make reasonable efforts to do so, unless we deem it reasonably advisable or necessary (in our sole and absolute discretion) to retain any information or data in connection with your use of the GotYourPoint Platform. If you've given us Personal Information for one of those third parties we mentioned above and we've already passed it on, we cannot delete or change the Personal Information.

5. Security of Personal Information. Any Personal Information you give us is kept in files that are reasonably inaccessible by persons outside our company. Access is generally limited to the employees who have a need to know such information.

6. Subpoena or Legal Process. In the event that we are required by court order or legal process, such as a subpoena, to provide otherwise confidential or private information, we will do so.

7. Updates. We reserve the right to change this Privacy Policy at any time. Any such changes will be posted online and it is up to the GotYourPoint Platform users to remain informed of the most current policy.