

# Terms & Conditions

## User Agreement

Segway-Ninebot User Agreement (the "Agreement") is entered into among you (or "User", means all individuals or entities who register, log in, use or browse our Services), Segway-Ninebot, its subsidiaries and affiliates (hereinafter referred to as "Segway-Ninebot" or "we") and our operational cooperators (hereinafter referred to as "Cooperator"), with respect to segway.com. (hereinafter referred to as "Site") and the products, programs and services (hereinafter referred to as "Services") of Segway-Ninebot.

Please read this Agreement carefully and fully understand, including the terms of Disclaimer of Warranty, Limitation of Liability, and the Rights and Limitations, and choose to accept or not to accept this Agreement (minors should read this Agreement accompanied by legal guardian). Segway-Ninebot may suspend or stop providing our Services to you if you do not comply with our terms or policies. By your registration, login, usage of the Services or other actions, you acknowledge that you have read and understood, and agree to accept and be bound by the terms and conditions of this Agreement.

By accepting this Agreement, you agree to accept all constraints, including accepting Segway-Ninebot to reserve the right to modify the terms of this Agreement at any time, without additional notice to you. You can log in on our webpage at any time to check the latest User Agreement. If you cannot accept any content that we have changed, you shall stop using Segway-Ninebot Services. By your continued use of our Services, you agree to accept and will be bound by the modified terms of this Agreement.

## Terms of Usage of Our Services

You may visit the Site without registration. However, you need a Segway-Ninebot Account ("Account") and provide relevant personal information on the registration webpage in order to access more Services. You can delete or suspend your account under the instructions of the Site, and we will keep or delete your Account based on this Agreement. You hereby commit and undertake the following:

You understand and agree that the Site is an application service product. You shall take full responsibility for the authenticity, legality, accuracy and validity of your registration information; You shall also be responsible for updating any changes in your registration information to keep it up to date; You shall not post any information in the name of others; you shall not use registered accounts maliciously; otherwise, we reserve the right to suspend the Services and you shall fully bear all legal liability. We do not accept any responsibility or liability for any claims or loss arising from your actions.

You shall use the Site and Services in accordance with all applicable laws and take all responsibility for activities under your registered Accounts, including your statements and any loss or damage that may directly or indirectly arise from your statements. You should estimate the risks of the content on your own and take all risks from it, including the risk that lies on the correctness, integrity or practicability of the content. Segway-Ninebot will not take any responsibility for any loss or damage that results from this behavior or activity;

You have the obligation to take good care of the registration information on the Site and are responsible for all the activities. You must immediately notify Segway-Ninebot if you find any illegal or unauthorized activities. Segway-Ninebot will not be liable for damages or losses arising from a user's non-compliance with any of the provision(s) above;

All your statements on the Site are public information that any third party has access to. Any statement posted on the Site will be deemed as public information, and user should bear legal liability for this action. If you do not want any third party to get your statements, please do not post them on the Site.

You shall also understand and hereby acknowledge the following:

The user accepts that in relation to business development, we may change, suspend, restrict, terminate or revoke the rights of our services at any time without notice;

We may include advertisements, etc. in our Services. You agree to the display of advertisements and other events from us or our related parties or cooperators while enjoying our Services;

We have the right to suspend, at our sole discretion or determination, any content that violates the laws and regulations in any jurisdiction or the terms of this Agreement; that infringes, prejudices, threatens any right or safety; or that impersonates others, . We also retain the right to take proper legal actions, including but not limited to removing any illegal or infringing content, suspending the qualification of violators and saving relative information and reporting to relevant authorities based on the applicable laws and regulations;

Some of our Services have to be used with other networks, including but not limited to the application market and the theme market. You shall bear all the related communication fees or fees from any third party service providers. We strongly advise you to contact your providers for related fees if there are value-added services involved in your activities;

When you shop on the Site, you can only modify any of the following information for maintaining the account's safety: your name, address and phone number. If you need any help, please call customer service using the phone number you put in the order. Any call from any number other than in the order requires confirmation.

All information provided by you will be governed by the terms of the Privacy Policy. The terms of the Privacy Policy forms part of this Agreement, and will be binding on you at all times.

## **User Content**

User Content refers to all the content (your information, picture, music or others) resulting from downloads, releases or other activities through the Site and Segway-Ninebot Service. You are solely responsible for such content, and bear all risks that result from your disclosure of such User Content.

Once you upload, release or engage in activities through the Site and Segway-Ninebot Services, you automatically grant to Segway-Ninebot an irrevocable, non-exclusive, sub-licensable, transferrable and royalty-free global licence to:

Provide you with Segway-Ninebot products and services or for the purposes of improving Segway-Ninebot products and services through our use of User Content. We may also copy, publish, display, make derivative works and/or bring it to other works, or use your user Account (except for your personal information) in other ways; and you authorize us the transferrable permission for the preceding subject matter; Copy and publish your content and personal information only to designated receiver; You agree that you irrevocably waive any and all ownership, legal and moral rights to your user content.

## **Rights and Obligations**

You have the right to use the Site legally.

You have the right to upload, download, install, and use Segway-Ninebot products and services on mobile communication devices.

Segway-Ninebot and its related companies possess the ownership of the Segway-Ninebot Accounts. You have the right to use Segway-Ninebot Accounts after you complete your registration. The rights to use Segway-Ninebot Accounts only belong to you, and you are not allowed to borrow, lease, license, transfer, gift or sell Segway-Ninebot Accounts. Segway-Ninebot has the right to retrieve any Account for operational needs.

You have the right to change and remove personal information, registered information, and any content posted. Please note that you have to take the risk that any picture or word saved in the system might also be deleted when you remove related information.

You are responsible for the safety of your Account information and password, and should bear legal liability for activities under registered Accounts. You agree not to use the passwords and Accounts of others under any circumstances. You agree to immediately notify Segway-Ninebot once you suspect others using your password or Account.

## **Rights Limitations and Restrictions**

You shall not sell, lease, transfer, release or make other commercial use of the content from the Site or Segway-Ninebot products and services (including but not limited to the content or the advertisements or sponsored content); You shall not visit the Site or use Segway-Ninebot Services to establish similar or competitive services;

Unless expressly prescribed by laws, you shall not copy, publish, download, change, translate, merge, decompose, and paste or decompile etc. any part of the Site or Segway-Ninebot Services (including but not limited to the content or the advertisements or sponsored content) in any manner;

You agree to bear all the risks and take full legal liability for the following activities while using the Site or Services:

Opposing the basic principles determined in the applicable Constitution and other regulations;  
Endangering national security, leaking state secrets, subverting the government, and undermining national unity;  
Harming national honor and interests;  
Inciting ethnic hatred or ethnic discrimination, and undermining national unity;  
Undermining national religious policy, promoting cults and superstitions;  
Spreading rumor, disturbing social order, undermining social stability;  
Spreading obscenity, pornography, gambling, violence, murder, terrorism or instigating others to commit crimes;  
Insulting or slandering others, infringing upon the legal rights and interests of others;  
All other content prohibited by the administrative regulations and laws.  
You shall not use the Site or Segway-Ninebot Services to engage in any behavior or activity stated below:  
Upload or release virus, worm, and malware to damage or change computer system or data;  
Collect the information or data of other users, such as email address, without authorization;  
Disable network connection of the Site, make the Site to over handle, interrupt or undermine the website server and connection in other ways;  
Attempt to visit the Site, our server or the Site connection without authorization; Interrupt or undermine other users' normal use of the Segway-Ninebot Services.

## **Third Party**

You understand and agree that our services are based on technical support from third parties such as Android, etc. You understand and consent that we may provide some of your personal data to such third parties in the course of receiving technical or any other support from them. You agree and authorize the Site and Segway-Ninebot products and services to limit your rights of using the Site services.

User Content means the content that is downloaded, released or generated while using the Site and Segway-Ninebot products and services by users. You have to take legal responsibilities for content disclosure caused by you.

When you visit the websites and advertisement of a third party, the third party's terms and policy applies. You will bear all risks and legal responsibility when you use third party's services.

The Site and Segway-Ninebot products and services include content provided by other users; and the interaction between you and other users only belongs to you and other users. Segway-Ninebot does not control such User Content, bear legal liability, or own the obligations to check, monitor, examine and approve such User Content. You thus bear legal liability for the risks of such interaction.

## **Liability for our Services**

You agree to use the Site or Services harmlessly and help Segway-Ninebot to avoid bearing any lawsuit, complaint, loss, damage, responsibility, cost and fees (including but not limited to counsel fees) from any third party caused by the use of the Site or Services, your user content, your violation of this Agreement.

Segway-Ninebot reserves the exclusive right to defend and the right to claim for compensation.

User Content refers to all the content (your information, picture, music or others) results from downloads, releases or other activities through the Site and Segway-Ninebot Services. You are solely responsible for such content, and bear all the risks results from your disclosing user content.

You will not unilaterally reconcile when you and Segway-Ninebot jointly file a lawsuit against any third party without written consent from Segway-Ninebot.

Segway-Ninebot will reasonably notify you such lawsuit or action at law. Under no circumstances Segway-Ninebot will bear any indirect, consequential, exemplary, incidental, exceptional or punitive compensation results from this Agreement. You bear all the risks from using the computer system and mobile database through the Site or Services.

## **Disclaimer of Warranty**

Segway-Ninebot will not bear any legal liability under circumstances stated below:

Provide your personal information requested by government departments or the laws;

Disclose private information caused by your negligent actions;

Any circumstances caused by suspension, breakdown and so on that result from the hacking, virus invasion, blockings due to illegal and harassing content, government control or any other reasons related to network, technique, communication line and information security management;

Cause losses to the users because of any third party, such as the communication line breakdown, technical problems, the network and computer breakdown, and other cases of force majeure;

Risks come from threat, defamation, offensive or illegal information that caused by anonymous or percolation through the Site or Segway-Ninebot products and services;

Any psychological or physical suffer and economic losses due to misleading or deceiving when you interact with others through the Site or Services.

Any content posted by the user on the Site does not represent or reflect any viewpoint or policy of Segway-Ninebot; Segway-Ninebot does not bear any responsibility for this.

Under no circumstances shall Segway-Ninebot bear any responsibility for any indirect, consequential, exemplary, incidental, exceptional or punitive damages, including profit losses caused by using Segway-Ninebot's Services. In spite of the provisions in this Agreement, the responsibilities we bear will not exceed the fees (if any) you pay for Segway-Ninebot Services during registration valid period, for any reason or in any manner.

## **Intellectual Property**

Any information posted on the Site or the interactive platform should not infringe the intellectual property of any third party. You cannot upload, release, change, spread or copy any material or trademark under copyright protection, or proprietary information of others, without the written consent of the owner. If Segway-Ninebot receives the appropriate notice from any copyright owner or its legal representative, we will remove the related content after investigation.

Graphics, words and composition involving MIUI and other Segway-Ninebot logos appear in Segway-Ninebot products and services are the trademarks of Segway-Ninebot. Without written consent, you cannot display or use them in other manners in any way. By no means can any entity or individual use, copy, change, spread, transcribe any part of the trademark or bundling sell with other products.

In addition to the provisions therefore, you can promptly contact us through our email address (support@segway.com) if you think someone copies or publishes your work on the Site, and also infringe your copyright. Please also include the following information in the written notice: (i) materials evidencing that you have copyright or you are authorized to exercise copyright of the allegedly infringing content; (ii) your explicit identification, address and contact information; (iii) the network address of the allegedly infringing content; (iv) the description of the allegedly infringing copyright works; (v) materials evidencing that your copyright infringed; (vi) under the premise that you agree to bear all consequences of perjury, you issue written statement of the accuracy and authenticity of the content in your written notice.

## **Modification and Termination**

### **Modified Terms**

We may change or modify terms of this Agreement at any time, and will notify you through your email address or notifications on the Site. Your use of the Site and all other services of Segway-Ninebot after modifications to the terms indicate that you agree to such changes;

Segway-Ninebot reserves the right to modify, keep and suspend the Site and Segway-Ninebot products and services without notification from time to time;

You agree that Segway-Ninebot will not take any responsibility for changing, reserving or suspending the Site and Segway-Ninebot products and services, the actions taken by other services, or third parties.

### **Termination**

This Agreement becomes valid and stays valid during your use of the Site and Segway-Ninebot products and services, until the termination according to this Agreement.

In spite of the preceding provisions, this Agreement becomes effective the first time you use the Site and Segway-Ninebot products and services if that happens before you accept this Agreement. This stays valid unless the early termination applies.

We may reserve your right to access the Site, Segway-Ninebot Services, and your account; we may terminate this Agreement at any time for any reason without notice, as believe you violate our acceptable policies or other terms of this Agreement.

Not subject to the preceding provisions, Segway-Ninebot reserves the right to terminate this Agreement if the user infringe the copyright of the third party and receive the notice from the owner or legal representative of the owner.

Once this Agreement terminated, all your website accounts and your right to use the Site and Segway-Ninebot products and services will also be terminated. You should understand this means your User Content will be removed from our database. Segway-Ninebot will not take any responsibility for terminating this Agreement, including terminating your user account and removing your User Content.

Any revised version of the Site, updates or other changes of the Segway-Ninebot Services will be restrained by this Agreement.

## **Additional Terms**

### **Feedback**

Your suggestion to Segway-Ninebot ("Feedback") is regarded as transferring all rights of Feedback; Segway-Ninebot has the right to use the Feedback in any appropriate method. We also consider this feedback unclassified and non-exclusive.

You agree to not provide any information you regard as privacy and proprietary to Segway-Ninebot. We reserve the rights (not obligations) to examine your content on our judgments. We have the right to remove your content at anytime for any reason. According to the terms of Modification and Termination, we have the right to reserve or terminate your account.

### **Privacy Policy**

Please review our Privacy Policy, it has equivalent rights with and indivisible to this Agreement.

### **Notification**

You must provide the latest, most used and valid email address. Segway-Ninebot will not take any responsibility if we are unable to reach you through the email address you provide. Undoubtedly, the notifications on the Site and emails sent to you consist of valid notifications.

### **Applicable Law**

The interpretation of the terms of this Agreement, effectiveness and dispute resolution, are applicable to the laws of New South Wales. If any dispute or controversy aroused between you and Segway-Ninebot, it should first be settled through friendly consultation. If consultation falls, you agree to submit the dispute to the jurisdiction court where Segway-Ninebot is located.

**Independence**

If some provisions of this Agreement cannot be applied for some reasons, they will be revised to apply legally; and other provisions remain applicable.

**Integrity**

This Agreement (including the Privacy Policy) is the ultimate, integral and exclusive agreement between you and Segway-Ninebot, in relation to any matter relating to the Site and Segway-Ninebot products and services.

The title of each paragraph is written only for the convenience of reading and does not have any legal or contractual obligations.

Without written consent from Segway-Ninebot, you cannot transfer the rights and obligations stated in this Agreement. Any behavior or activity violates the provision about such a transfer attempt is invalid.