

## **Terms of Service & Privacy Policy**

### **Introduction**

The ChiRunning® iPhone and Android application, the ChiWalking® iPhone application, and websites (ChiRunning.com, ChiWalking.com, ChiLiving.com) contain mechanisms for tracking, managing, and sharing your running activities. We are very happy you have chosen to use our apps. To use our products, certain aspects of the application and the data collected must be explained. The Terms and Conditions set forth below, including the privacy policy, apply to your use of the applications and websites.

### **General Terms and Conditions**

The Chi apps contain opinions and ideas of its creator. They are sold with the understanding that the creator and developer are not engaged in rendering exercise or health services in the application. The user should consult his or her medical and health providers as appropriate before adopting any of the exercise programs and suggestions in the application, or drawing inferences from them.

### **Privacy Policy**

ChiLiving® respects your privacy and will responsibly care for the data you generate in accord with our data and privacy policy. The privacy policy (<http://www.chiliving.com/about/privacy-policy/>) is by reference incorporated into these terms and conditions.

This privacy policy applies to users of the Chi apps rendered by ChiLiving and its affiliates. This policy may be periodically revised.

By using the site and an application, you agree to the privacy policy.

### **What We Collect**

ChiLiving collects user data once registration for an app is complete and the user activates the app. In order for us to provide the features in the apps we must collect your name, email address, gender, height, weight and age. When you use an application additional information about your activities while using the app may be collected, such as GPS location data, features selected and running performance information.

Personally identifiable information will be saved and used to understand user behavior and develop and offer new applications to the user, to improve such applications and conform them to the users' needs. We may use this information to contact you regarding services we believe will be of interest to you.

ChiLiving may also collect non-identifiable data information. We may share aggregated or in other ways non-identifiable personal information publicly and with our business partners, e.g. advertisers or connected sites.

## **Registration**

Users will be asked for a one-time registration. By registering, the user agrees to the terms and conditions. Users have no rights in or to the Content, and you may not use the Content except as permitted under these Terms of Use. If you violate any part of these Terms of Use, your permission to access and/or use the Content and Services automatically terminates and you must immediately destroy any copies you have made of the Content.

## **Age Restrictions**

The ChiLiving apps are intended for the use of individuals over the age of 13, and it is a violation of these terms for individuals under 13 years to register. If you are over 13 years but under 18 you must review these terms with your parent or legal guardian. A parent who accepts these terms for the app thereby agrees to accept all liability and fees for his or her child's usage.

## **Indemnity**

You agree to defend, indemnify, and hold us harmless from and against any claims, actions or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of these Terms of Use or your uploading of, access to, or use or misuse of the Content or the Services. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit or proceeding. We reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **Liability**

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