

## **RUNMINT – TERMS OF SERVICE & PRIVACY POLICY**

### **Strict Version — Compliant with Thai PDPA, EU GDPR, and United States Privacy Standards**

*Last Updated: 12-Dec-2025*

#### **INTRODUCTION**

This combined Terms of Service and Privacy Policy (“Agreement”) governs your use of the RunMint application, website, APIs, reward system, digital tokens, fitness verification algorithms, subscriptions, vendor ecosystem, and all related services (“Services”). This Agreement applies globally to all users (“User,” “you,” or “your”). By **creating an account, signing in, or using any part of RunMint**, you acknowledge that:

1. You have read and understood this Agreement.
2. You agree to be legally bound by it.
3. You consent to the collection and processing of your personal data, including sensitive fitness data, in accordance with Thai PDPA, EU GDPR, and U.S. privacy requirements.

If you **do not agree**, you must not use RunMint.

#### **SECTION 1 — DEFINITIONS**

For clarity:

- **“RunMint”** means RunMint Co., Ltd., a Thailand-based technology company.
- **“Services”** means the RunMint app, website, APIs, Proof-of-Exercise (“PoX”) verification, RUN Token minting, vendor programs, and all related features.
- **“User Content”** includes profile data, photos, messages, fitness metrics, and submitted information.
- **“Personal Data”** means any information identifying or related to an individual.
- **“Sensitive Personal Data”** includes fitness activity, health indicators, GPS data, biometric patterns, heart rate, cadence, or any physiological data.
- **“Third-Party Providers”** includes Garmin, Strava, Google Fit, Apple Health, Omise, Google Play Billing, Apple App Store, and blockchain networks.
- **“RUN Tokens”** means digital reward units generated based on validated fitness activity.
- **“Vendor Services”** includes rewards, discounts, offers, and promotions available through RunMint’s partners.

#### **SECTION 2 — ELIGIBILITY**

You must:

- Be at least **13 years old** (or local legal minimum).
- Have legal capacity to accept this Agreement.
- Not be subject to legal prohibitions on accessing digital services.

If you are under legal adulthood in your jurisdiction, a parent or legal guardian must consent to your use.

RunMint may require age verification and may suspend accounts lacking adequate verification.

### **SECTION 3 — ACCOUNT CREATION AND SECURITY**

You agree to:

- Provide accurate and truthful registration information.
- Maintain confidentiality of your login credentials.
- Notify RunMint of any unauthorized access or security concern.
- Accept full responsibility for all activity under your account.

RunMint may reject registrations, suspend accounts, or require identity verification at any time.

### **SECTION 4 — USER OBLIGATIONS**

You may **not**:

1. Manipulate or falsify fitness activity or device data.
2. Use bots, GPS spoofing, simulated movement apps, or data fabrication tools.
3. Interfere with RunMint systems or reverse-engineer the app or API.
4. Misuse vendor discounts, referral programs, or promotional offers.
5. Upload harmful, defamatory, hateful, illegal, or infringing content.
6. Conduct unlawful activity, including fraud, money laundering, or misappropriation.

Violation may result in:

- Immediate account termination
- Forfeiture of rewards, RUN Tokens, or balances
- Legal action and damage recovery
- Reporting to authorities (Thailand, EU, US if applicable)
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### **SECTION 5 — FITNESS DATA, VERIFICATION & TOKEN MINTING**

RunMint verifies fitness activity using:

- Third-party APIs
- Proprietary anti-cheat algorithms
- GPS pattern analysis
- Heart rate/cadence plausibility checks

- Historical behavior analysis

You acknowledge and agree that:

1. Verification is not guaranteed.
2. RunMint may reject activities at its sole discretion.
3. RunMint may modify reward amounts, formulas, emission schedules, or eligibility criteria at any time.
4. Loss of rewards due to device malfunction, API downtime, or incomplete activity data is not RunMint's responsibility.
5. RUN Tokens **are not financial instruments**, are not guaranteed to have value, and may not be redeemable outside the RunMint ecosystem.

RunMint is not liable for:

- Reward calculation errors
- Token delays
- Blockchain network congestion
- API failures from Garmin/Strava/Google/Apple

## **SECTION 6 — SUBSCRIPTIONS, PAYMENTS & REFUNDS**

### **6.1 Billing**

Paid plans may be processed via:

- Google Play Billing
- Apple App Store Billing
- Permitted 3rd-party processors (e.g., Omise)

By subscribing, you authorize recurring charges until cancellation.

### **6.2 Auto-Renewal**

Subscriptions renew automatically unless canceled at least **24 hours** before renewal.

### **6.3 Refunds**

Unless required by law:

- All payments are **non-refundable**
- Partial-month or partial-term refunds are not issued
- Refunds for app-store-based billing must be requested through that store

## **SECTION 7 — VENDOR PROGRAM & THIRD-PARTY SERVICES**

RunMint may offer:

- Discounts
- Rewards
- Coupons

- Training programs
- Third-party goods and services

You acknowledge:

- Vendors are independent entities.
- RunMint is not responsible for vendor product quality, safety, or delivery.
- Vendor terms may apply in addition to this Agreement.

RunMint may modify, suspend, or remove Vendor Services at any time.

## **SECTION 8 — INTELLECTUAL PROPERTY RIGHTS**

All RunMint content, including:

- Logos
- Design elements
- Algorithms
- Data models
- Tokenomics
- Software
- Branding
- Text, images, and multimedia

is owned exclusively by RunMint and protected by copyright, trademark, and IP law.  
You may not:

- Copy
- Distribute
- Modify
- Reproduce
- Reverse engineer
- Commercially exploit

any RunMint materials without written authorization.

## **SECTION 9 — USER-GENERATED CONTENT LICENSE**

You retain ownership of your content; however, you grant RunMint a:  
**Worldwide, perpetual, irrevocable, royalty-free license** to:

- Store
- Process
- Modify
- Display
- Analyze
- Use in anonymized marketing & analytics
- Improve algorithms and products

This license survives termination of your account.

## **SECTION 10 — HEALTH & SAFETY DISCLAIMER**

RunMint is **not** a medical service.

You acknowledge:

- Exercise involves inherent risks, including injury or death.
- You must consult a physician before starting a new fitness program.
- You participate at your own risk.

RunMint is not liable for:

- Injuries
- Medical complications
- Accidents
- Activity-related harm
- Death

## **SECTION 11 — NO WARRANTY**

Services are provided “**as is**” and “**as available.**”

RunMint makes no warranties, including:

- No guarantee of accuracy of fitness data
- No guarantee of continuous service uptime
- No guarantee of reward availability
- No guarantee of app compatibility with all devices

Use is at your sole risk.

## **SECTION 12 — LIMITATION OF LIABILITY**

To the maximum extent permitted by law:

- RunMint is not liable for indirect, incidental, consequential, punitive, or exemplary damages.
- Total liability shall not exceed the amount paid by you within the last **six (6) months** or **USD \$50**, whichever is greater.
- Some jurisdictions may not allow limitations; in such cases, limitations apply to the fullest legal extent.

## **SECTION 13 — TERMINATION**

RunMint may, at its discretion:

- Suspend or terminate accounts
- Revoke rewards or Tokens
- Block device access
- Investigate suspicious activity

- Report illegal activity

Termination may occur for:

- Violations of this Agreement
- Fraud or cheating
- Abuse of services
- Legal compliance requirements

All licenses granted to you terminate immediately.

## **SECTION 14 — GOVERNING LAW & DISPUTE RESOLUTION**

Unless required otherwise by local law:

### **14.1 Governing Law**

This Agreement is governed by the laws of:

- **Thailand** (primary jurisdiction)
- GDPR applies for EU users
- Applicable United States federal and state laws for U.S. users

### **14.2 Arbitration**

You agree to resolve disputes through **binding arbitration** in Thailand, unless prohibited by law.

### **14.3 Class Action Waiver**

You waive the right to participate in:

- Class action lawsuits
- Collective actions
- Representative actions

## **SECTION 15 — PRIVACY POLICY (DATA PROCESSING NOTICE)**

This section details RunMint's data-processing practices.

## **SECTION 16 — PERSONAL DATA WE COLLECT**

RunMint collects:

### **16.1 Account Information**

- Name
- Email
- Profile data
- Username
- Password (Encrypted)

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## 16.2 Fitness & Activity Data (Sensitive Data)

- GPS routes
- Heart rate
- Cadence
- Activity duration
- Distance
- Device metadata
- Physiological patterns

## 16.3 Device & Technical Data

- IP address
- Device model
- OS version
- App version
- Crash logs

## 16.4 Financial Data

- Subscription tier
- Transaction IDs (never full card numbers)

## 16.5 Vendor Activity

- Reward redemptions
- Purchases (if applicable)

## SECTION 17 — LEGAL BASIS FOR PROCESSING (GDPR COMPLIANCE)

We process data under:

- **Contractual necessity** (app operation)
- **Legitimate interest** (security, anti-fraud, analytics)
- **Explicit consent** (fitness/health data)
- **Legal compliance** (tax, regulatory obligations)

Sensitive Personal Data requires **explicit consent**, which is given during onboarding.

## SECTION 18 — HOW WE USE PERSONAL DATA

We use your data to:

- Verify fitness activity
- Mint RUN Tokens
- Improve algorithms
- Operate anti-cheat systems
- Provide customer support

- Process subscriptions
- Personalize services
- Prevent fraud and abuse
- Comply with legal obligations

## **SECTION 19 — DATA SHARING**

We may share data with:

### **19.1 Third-Party Providers**

- Garmin
- Strava
- Google Fit
- Apple Health
- Cloud infrastructure providers
- Payment processors
- Blockchain networks

### **19.2 Vendors**

Anonymized or aggregated data may be shared for reward eligibility.

### **19.3 Legal Authorities**

We may disclose data when required by:

- Court orders
- Regulatory agencies
- Law enforcement

### **19.4 International Transfers**

Data may be processed outside your home country. GDPR-standard contractual clauses (SCCs) apply where relevant.

## **SECTION 20 — DATA RETENTION**

- Account data: retained while your account remains active
- Fitness data: retained for algorithmic integrity
- Legal compliance data: retained for statutory periods
- Deleted accounts: permanently erased within **180 days**, unless legally required otherwise

## **SECTION 21 — YOUR RIGHTS (EU, US, THAI LAW)**

You may request:

- Access to your data
- Correction of inaccurate data
- Data portability

- Restriction of processing
- Withdrawal of consent
- Deletion (“right to be forgotten,” where applicable)

To make a request: [privacy@runmint.io](mailto:privacy@runmint.io)

## **SECTION 22 — CHILDREN’S DATA PROTECTION**

RunMint does not knowingly collect data from children under **13 years old**. If discovered, the account will be deleted.

## **SECTION 23 — SECURITY MEASURES**

RunMint uses:

- Encryption
- Secure servers
- Access control mechanisms
- Intrusion detection
- Anti-cheat monitoring
- Regular security audits

No system is completely secure; Users assume personal risk.

## **SECTION 24 — DATA BREACH NOTIFICATION**

In the event of a breach affecting your personal data:

- GDPR users notified within **72 hours**
- Thai PDPA and US users notified within a reasonable period
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## **SECTION 26 — CONTACT INFORMATION**

- For legal or privacy inquiries:
- **legal@runmint.io** **privacy@runmint.io** RunMint Co., Ltd., Thailand