

Privacy Policy

Last updated: June 1, 2025

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Service. By using the Service, You agree to the collection and use of information in accordance with this Privacy Policy.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- Account means a unique account created for You to access our Service or parts of our Service.
- Affiliate means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- Application refers to Spark Trip, the software program provided by the Company.
- Company (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Spark Trip, regardless of the form of the operating entity, which can evolve over time as an individual or a registered company.
- Device means any device that can access the Service such as a computer, a mobile phone or a digital tablet.
- Personal Data is any information that relates to an identified or identifiable individual.
- Service refers to the Application.
- Service Provider means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform

services related to the Service or to assist the Company in analyzing how the Service is used.

- Usage Data refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- You means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personally identifiable information may include, but is not limited to:

- Email address
- Usage Data

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit our Service or when You access the Service by or through a mobile device.

Information Collected while Using the Application

While using Our Application, in order to provide features of Our Application, We may collect, with Your prior permission:

- Pictures and other information from your Device's camera and photo library

We use this information to provide features of Our Service, to improve and customize Our Service. The information may be uploaded to the Company's servers and/or a Service Provider's server or it may be simply stored on Your device.

You can enable or disable access to this information at any time, through Your Device settings.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

- To provide and maintain our Service, including to monitor the usage of our Service.
- To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.
- To manage Your requests: To attend and manage Your requests to Us.
- For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.
- For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

- With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.
- For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.
- With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.
- With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.
- With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.
- With Your consent: We may disclose Your personal information for any other purpose with Your consent.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy. We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Delete Your Personal Data

You have the right to delete or request that We assist in deleting the Personal Data that We have collected about You.

Our Service may give You the ability to delete certain information about You from within the Service.

You may update, amend, or delete Your information at any time by signing in to Your Account, if you have one, and visiting the account settings section that allows you to manage Your personal information. You may also contact Us to request access to, correct, or delete any personal information that You have provided to Us.

Please note, however, that We may need to retain certain information when we have a legal obligation or lawful basis to do so.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

- Comply with a legal obligation

- Protect and defend the rights or property of the Company
- Prevent or investigate possible wrongdoing in connection with the Service
- Protect the personal safety of Users of the Service or the public
- Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 13 without verification of parental consent, We take steps to remove that information from Our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, We may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

Changes to this Privacy Policy

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

Contact Us

If you have any questions about this Privacy Policy, You can contact us:

- By email: sparktrip.ai@gmail.com

Terms of Service

Last Updated: June 1, 2025

Please read these Terms of Service ("Terms", "ToS") carefully before You use the Spark Trip mobile application (the "Service") operated by Spark Trip (referred to as either "the Company", "We", "Us" or "Our" in this Agreement). These Terms remain applicable regardless of the operating entity of Spark Trip, which may evolve over time as an individual or a registered company.

Your access to and use of the Service is conditioned upon Your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who wish to access or use the Service.

By accessing or using the Service, You agree to be bound by these Terms. If You disagree with any part of the terms, then You do not have permission to access the Service.

The Spark Trip Service

Spark Trip is an AI-powered mobile application designed to provide trip planning advice, suggestions, and information to assist You in organizing Your travel. Our AI generates recommendations based on Your input and publicly available data.

Important Note Regarding AI-Generated Content: The advice and suggestions provided by Spark Trip are generated by artificial intelligence. While We strive for accuracy and helpfulness, AI models can produce information that is inaccurate, incomplete, or not suitable for Your specific circumstances. You acknowledge and agree that:

- The AI-generated advice is for informational and inspirational purposes only.
- It is not a substitute for professional travel advice, safety precautions, or personal judgment.
- We do not guarantee the accuracy, completeness, or reliability of any AI-generated content.
- You are solely responsible for verifying any information, making Your own travel arrangements, and ensuring Your safety and compliance with all applicable laws and regulations during Your travels.

User Accounts

If the Service requires You to create an account, You are responsible for maintaining the confidentiality of Your Account and password, including but not limited to the restriction of access to Your computer and/or Account. You agree to accept responsibility for any and all activities or actions that occur under Your Account and/or password. You must notify Us

immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than You without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Use of the Service

You agree to use the Service only for lawful purposes and in a way that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Service. Prohibited behavior includes harassing or causing distress or inconvenience to any other user, transmitting obscene or offensive content, or disrupting the normal flow of dialogue within the Service.

You specifically agree not to:

- Use the Service in any way that violates any applicable national or international law or regulation.
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by Us, may harm Us or users of the Service or expose them to liability.
- Use the Service to transmit any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam).
- Use any automated programs or tools to extract the code base or any content generated by the Service.
- Represent that the content generated by the Service as a human-generated output for personal and commercial uses.
- Use the output generated by the Service as a commercial output of Your businesses or services.
- Impersonate or attempt to impersonate Us, Our employees, another user, or any other person or entity.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying algorithms of the Service or any part thereof.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Violate applicable trade laws, sanctions, and export control regulations from all relevant jurisdictions, including those of the United States in your use of the Spark Trip Service, including any Input you provide and any Output generated by our AI. You represent and warrant that you are not (a) located in, or a resident or national of, any country or territory subject to U.S. government embargoes or comprehensive sanctions (e.g., Cuba, Iran, North Korea, Syria, Crimea, Donetsk, and Luhansk regions); or (b) on any U.S. Treasury Department list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or similar lists of prohibited or restricted parties. You further agree that the Service will not be used for any purpose prohibited by such laws

and regulations.

Intellectual Property

The Service and its original content (excluding content provided by users), features, and functionality are and will remain the exclusive property of Spark Trip and its licensors. The Service is protected by copyright, trademark, and other laws of both Taiwan and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without Our prior written consent.

You are granted a limited, non-exclusive, non-transferable, revocable license to use the Service for Your personal, non-commercial use, strictly in accordance with these Terms.

User Content

If the Service allows You to post, link, store, share, and otherwise make available certain information, text, graphics, videos, or other material ("User Content"), You are responsible for the legality, reliability, and appropriateness of that User Content.

By posting User Content, You grant Us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through the Service. You retain any and all of Your rights to any User Content You submit, post, or display on or through the Service and You are responsible for protecting those rights.

You represent and warrant that: (i) the User Content is Yours (You own it) or You have the right to use it and grant Us the rights and license as provided in these Terms, and (ii) the posting of Your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights, or any other rights of any person or entity.

Due to the nature of our Services and artificial intelligence generally, output may not be unique or proprietary to any specific user, and other users may receive similar output from our Services.

We reserve the right to use Your input or generated output to enhance the Service, including maintenance, development, and improvement.

Disclaimers

Your use of the Service is at Your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement, or course of performance.

Spark Trip does not warrant that:

- The Service will function uninterrupted, secure, or available at any particular time or location.
- Any errors or defects will be corrected.
- The Service is free of viruses or other harmful components.
- The results of using the Service will meet Your requirements or expectations.
- The AI-generated advice will be accurate, complete, timely or suitable for Your specific needs.

No Professional Advice: The information provided by Spark Trip is for general informational purposes only and does not constitute professional travel, financial, legal, medical, or any other professional advice. The output generated by the Service may not always be accurate and should not be relied upon as a sole source of truth or professional advice, or be used for any legal or material impact decisions. You should consult with appropriate professionals for specific advice tailored to Your situation.

Accuracy of External Information: Spark Trip may integrate or link to information from third-party sources (e.g., flight booking sites, hotel reviews, weather forecasts). We are not responsible for the accuracy, completeness, or reliability of any information provided by third parties.

Limitation of Liability

In no event shall Spark Trip, nor its directors, employees, partners, agents, suppliers, or Affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your access to or use of or inability to access or use the Service.
- Any conduct or content of any third party on the Service.
- Any content obtained from the Service.
- Unauthorized access, use, or alteration of Your transmissions or content, whether based on warranty, contract, tort (including negligence), or any other legal theory, whether or not We have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

This limitation of liability applies to the fullest extent permitted by law.

Indemnification

You agree to defend, indemnify, and hold harmless Spark Trip and its licensee and licensors, and their employees, contractors, agents, officers, and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs, or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of:

- Your use and access of the Service, by You or any person using Your Account and password.
- A breach of these Terms.
- Your User Content.
- Your violation of any rights of a third party, including without limitation any intellectual property right, privacy right, or property right.
- Your violation of any applicable law, rule, or regulation.

Termination

We may terminate or suspend Your Account and bar access to the Service immediately, without prior notice or liability, under Our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If You wish to terminate Your Account, You may simply discontinue using the Service.

All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.