

BIKE.COM TERMS OF SERVICE

Effective Date: March 15, 2022 V1.0

Introduction and Overview. Welcome to BIKE.com. We prepared these Terms of Service to help explain your rights and our rights relating to the provision of our Services.

The BIKE.com websites, including our branded websites at <https://www.BIKE.com.com/>, (the "Sites"), related mobile applications ("Apps"), and any other sites or apps that connect to these Terms of Use, and services (collectively, the "Services") are made available to you by Bike USA, Inc. (herein "BIKE.com," "we," "us," or "our"), a corporation located at **5301 Alpha Road, Suite 66-102, Dallas, TX 75240**

These Terms of Use (the "Terms" or the "Agreement") form a binding legal agreement between you and BIKE.com. If you are located in a jurisdiction outside the European Economic Area, by using our Services, you also accept the BIKE.com Privacy Policy, as it is incorporated into and forms part of this binding Agreement.

BY ACCESSING, USING OR UPLOADING OR DOWNLOADING ANY INFORMATION OR MATERIALS TO OR FROM THE SERVICES, OR BY INDICATING YOUR ASSENT TO THESE TERMS BY CREATING AN ACCOUNT, CLICKING "SIGN UP" OR ANY SIMILAR MECHANISM, OR BY USING THE SITES OR APPS, YOU ARE AGREEING TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT ACCESS OR USE THE SERVICES.

PLEASE READ THIS AGREEMENT CAREFULLY—IT AFFECTS YOUR RIGHTS.

- **ARBITRATION, CLASS ACTION, AND JURY TRIAL WAIVER.** THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, TO BRING A CLASS ACTION, AND TO HAVE DISPUTES DECIDED BY A JUDGE OR JURY UNLESS YOU OPT-OUT OF ARBITRATION.
- **CHANGES TO THE TERMS OF USE.** We may change, modify or amend these Terms of Service from time to time. We will notify you of material changes to these Terms of Service by posting the amended terms on the Service before the effective date of the changes. If you do not agree with the proposed changes, you should discontinue your use of the Service prior to the time the new Terms of Service take effect. You acknowledge and agree that it is your responsibility to review our Sites and these Terms from time to time to familiarize yourself with any modifications.
- **CONTINUED USE CONSTITUTES ACCEPTANCE OF THE TERMS.** Your continued use of our Services, including your continued use after any changes to the Terms as noted above, will constitute acknowledgement of the new Terms and your agreement to abide and be bound by any modifications to them.

1. Registration and Accounts

The Services are intended solely for persons who are 16 years old, or such higher age required in your country to use the Services. If you are under the legal age to form a binding contract in your jurisdiction, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

Affirmative Representations. When you use the Services, you agree: (a) to provide true, accurate, current, and complete information about yourself ("Member Data") (b) to maintain and promptly update the Member Data; (c) your use of the Services does not violate any applicable law or regulation; and (d) you are of sufficient age or otherwise have legal capacity to legally enter into this Agreement.

You agree that BIKE.com may use your Member Data to provide Services that you access or use and as otherwise set forth in these Terms. If you provide any Member Data that is inaccurate or not current, or BIKE.com has reasonable grounds to suspect that such Member Data is inaccurate or not current, BIKE.com has the right to suspend or terminate your account and refuse current or future use of the Services.

Your Responsibilities and Security. You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password, your computer and mobile device while logged into the Services. You accept responsibility for all activities that occur under your account or from your computer and mobile devices.

We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account, your User Content (as defined below) or the personal information you provide, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Services or its contents. You agree to immediately notify BIKE.com of any unauthorized use of your account or password, or any other breach of security, and confirm that you understand all risks of unauthorized access to Member Data and any other information or content you provide to BIKE.com.

You may register for or log-in to your account via a third-party network, such as Facebook, Google, or other. If you do so, you hereby authorize BIKE.com to pre-populate the registration and other relevant information fields of your account and/or to use such third-party credentials to log you into your account. If you connect your account to a third-party network, you agree to comply with the terms and conditions and policies applicable to such third party.

By virtue of certain of the Services connecting to the Google Maps API (Application Programming Interface), you hereby agree to be bound by the Google Maps/Google Earth Additional Terms of Service.

2. User Content

User Content. You own the information, data, text, software, sound, photographs, graphics, video, messages, posts, tags, or other materials you make available in connection with the Services ("User Content"), whether publicly posted, privately transmitted, or submitted through a third-party API (e.g. a photograph submitted via Instagram). Public segments and routes created by using the Services are not considered User Content. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and display any User Content and any name, username or likeness that you post on or in connection with the Services in all media formats and channels now known or later developed without compensation to you. This license ends when you contact us in writing, as described in the "Contact Us" section below, and state that this license is revoked and that we may not use your User Content in new creations or reproductions going forward.

Your Entire Responsibility for Your User Content. You understand that you, and not BIKE.com, are entirely responsible for all User Content that you upload, post, email, transmit or otherwise make available via the Services. BIKE.com does not proactively and routinely screen or monitor the User Content posted to the Services by others and, as such, does not guarantee the accuracy, integrity, or quality of such User Content. BIKE.com may, in its sole discretion, screen, monitor, refuse or remove any User Content, or remove any User Content that violates the Terms or is otherwise objectionable. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent, or objectionable. Under no circumstances will BIKE.com be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content made available on the Services. You agree to bear all risks associated with the use of any User Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such User Content. You agree that BIKE.com is not responsible for, and does not endorse, User Content posted on the Services. If your User Content violates these Terms, you may bear legal responsibility for that User Content. As between you and BIKE.com, any User Content will be non-confidential and non-proprietary, and we will not be liable for any use or disclosure of Content.

Privacy of Your User Content Determined by Your Settings. The Services may provide you with the ability to mark certain User Content that you submit to the Services as private, public, or available only to select users of the Services. BIKE.com will maintain the privacy of such User Content in accordance with your elections. However, if you do not elect to mark your User Content as private or available for a limited group of members, or later change such designation to allow such Content to be made available to anyone, you are responsible for the public nature of the content. Please review the Privacy Policy on the respective BIKE.com Site for more information on how to manage your privacy controls.

Permission to Use Your Profile Name, Likeness. You give us permission to use your profile name, profile photo, and information about your activities and actions you have taken, including your use of third-party products, services, or devices, in ads, offers and other commercial contexts on the BIKE.com service without compensation to you. For example, we may show your BIKE.com followers that you use a certain

device, product, or service available from a brand that has paid us to display its ads on BIKE.com. You may adjust settings to prevent your profile name and profile photo from appearing in an ad.

3. Conduct

We expect you to honor the BIKE.com Community Standards. The Sites and Services are for your personal and noncommercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell for any commercial purposes any portion of the Services, use of the Services or access to Content (defined in Section 4). You may not use the Services, or assist or encourage any other party, to engage in any of the following Prohibited Activities:

- Copying, framing, or mirroring any part of the Services.
- Accessing the Services to monitor its availability, performance, or functionality.
- Permitting any third party to access the Services.
- Using, copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of the software underlying the Services or any part thereof, unless expressly permitted or required by law, and in any case, without providing prior written notice to BIKE.com.
- Publishing, transmitting, distributing or storing content, material, information or data that: (1) is illegal, obscene, defamatory, threatening, harassing, abusive, or hateful or that advocates violence; (2) is harmful to or interferes with the Services or any third party's networks, equipment, applications, services or websites (e.g., viruses, worms, Trojan horses, etc.); (3) infringes, dilutes, misappropriates or otherwise violates any privacy, intellectual property, publicity or other personal rights including, without limitation, copyrights, patents, trademarks, trade secrets or other proprietary information (including unauthorized use of domain names); or (4) is fraudulent or contains false, deceptive or misleading statements, claims or representations (such as "phishing");
- Attempting to disrupt, degrade, impair or violate the integrity or security of the Services or the computers, services, Accounts or networks of any other party (including, without limitation, "hacking," "denial of service" attacks, etc.), including any activity that typically precedes attempts to breach security such as scanning, probing or other testing or vulnerability assessment activity, or engaging in or permitting any network or hosting activity that results in the blacklisting or other blockage of BIKE.com internet protocol space;
- Avoiding payment of charges or fees payable by you with respect to the Services.
- Committing any act that may be harmful to minors.
- Distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping".
- Using any automated system, including, without limitation, "robots," "spiders," "offline readers," etc., to access the Services in a manner that sends more request messages to BIKE.com than a human can reasonably produce in the same period of time by using a conventional web browser.

- Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure.
- Collecting or harvesting any information relating to an identified or identifiable individual, including account names and information about users of the Services, from the Services.
- Using the Services for any inappropriate commercial solicitation purposes.
- Accessing any content on the Services through any technology or means other than those provided or authorized by the Services.
- Submitting to the Services or to BIKE.com any personal information, except as necessary for the establishment and operation of your account.
- Submitting to the Services or to BIKE.com any information that may be protected from disclosure by applicable law.
- Bypassing the measures, we may use to prevent or restrict access to the Services, including, without limitation, features that prevent or restrict use or copying of any content or enforce limitations on use of the Services or the content therein.
- Violating any applicable law, statute, ordinance, or regulation, or encouraging any conduct that could constitute a criminal offense or give rise to civil liability.
- Removing any copyright, trademark or other proprietary rights notices contained in or on the Services; or
- Executing any form of network monitoring or running a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Service's servers or any data not intended for you.

You understand that use of certain features of the Services may require you to purchase third party equipment or materials (e.g., GPS systems). While BIKE.com may recommend the equipment or materials of certain third-party suppliers, BIKE.com shall have no responsibility for your acquisition or use of any third-party equipment or materials and does not guarantee that third party equipment or materials will function with the Services or will be error-free.

You understand that you are responsible for any charges associated with sending communications via your device. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

You represent and warrant that: (i) you are authorized to create your account, whether individually or on behalf of an organization; (ii) you own the User Content posted by you on or through the Services or otherwise have the right to grant the rights and licenses set forth in these Terms; (iii) the posting and use of your User Content on or through the Services does not and will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy and data protection rights, publicity rights, copyrights, trademark and/or other intellectual property rights; and (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you post on or through the Services.

4. Proprietary Rights

Copyright Notice. This copyright notice applies to the entirety of the Services. All content on the Services are the sole property of BIKE.com and is protected under U.S. and international copyright laws. BIKE.com reserves all rights to the content contained herein. The content of this website or any Internet site owned, operated, licensed, or controlled by BIKE.com may be viewed or downloaded for the user's personal, noncommercial use only. Even for personal downloads, you may not modify the materials nor use the materials in a manner that suggests an association with any of our products, services, or brands. The content herein, including trademarks, service marks, written text, html or other code, images, animations, digital photographs, or other content accessible on this site, should not be reproduced, copied, distributed, posted, or used in any other way without the express written permission of BIKE.com. The use of any BIKE.com material on any other Web site or computer environment is prohibited. You may link to material on our website only with our prior written consent.

Non-User Content is the Property of BIKE.com. All names, logos, text, designs, graphics, trade dress, characters, interfaces, code, software, images, sounds, videos, photographs, and other content appearing in or on the Sites (the "Content") are protected intellectual property of or used with permission or under license by us. Such Content may be protected by copyright, trademark, patent or other proprietary rights and laws. This includes the entire Content of each Site, copyrighted, and protected as a collective work. All intellectual property rights associated with the Sites and/or Services, and related goodwill, are proprietary to us or our licensors. You do not acquire any right, title or interest in any Content by accessing or using the Sites and/or Services. Any rights not expressly granted herein are reserved. Except as set forth below, the use of any Content available on any Site is strictly prohibited.

Your Limited License in the Sites and BIKE.com Content. Subject to your compliance with this Agreement, we grant you a limited license to access and use our Sites and their Content for personal, informational, and shopping purposes. No Content from the Sites may be copied, reproduced, republished, performed, displayed, downloaded, posted, transmitted, or distributed in any way without written permission of the rights owner, except that you may download or print one copy of specific Content or software made available for your downloading or printing for your personal, non-commercial home use, subject to your compliance with this Agreement and retain the same solely for as long as you continue to be permitted to access the Services. To use Content under such an exception, you must (1) keep any copyright, trademark, or other proprietary notices intact, (2) use such Content pursuant to any licenses associated with such Content, (3) not copy or post such Content on any networked computer or broadcast it in any media, (4) make no modifications to any such Content, and (5) make no additional representations or warranties relating to such Content. Except as otherwise expressly authorized herein or in writing by us, you agree not to reproduce, modify, rent, lease, perform, display, transmit, loan, sell, distribute, or create derivative works based (in whole or in part) on all or any part of the Sites or the Content.

Your Feedback. We welcome your comments, feedback, suggestions, and other communications regarding the Services and the information and services we make available through the Services (collectively, "Feedback"). If you provide Feedback, you hereby grant to BIKE.com a worldwide, non-exclusive, transferable, assignable, sub-licensable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send BIKE.com any Feedback that you do not wish to license to us as set forth above.

5. Interactions with Members; Referrals; Affiliate Program

Please ask about our Denago program. This is not related to BIKE.com.

6. Electronic Communications

The Services may provide you with the ability to send or post messages to forums or chat rooms, speak via internet voice connections, or send similar messages and communications to third party service providers, advertisers, your personal contacts, other members and/or BIKE.com.

By using communications methods available on the Services, you agree that:

- all communications methods constitute public, and not private, means of communication between you and the other party or parties.
- communications sent to or received from third party service providers, advertisers or other third parties are not endorsed, sponsored or approved by BIKE.com (unless expressly stated otherwise by BIKE.com)
- communications are not routinely pre-reviewed, post-reviewed, screened, archived or otherwise monitored by BIKE.com in any manner, though BIKE.com reserves the right to do so at any time at its sole discretion.
- that all notices, disclosures, and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.
- you will use communication methods available on the Services only to send communications and materials related to the subject matter for which BIKE.com provided the communication method.
- all such communications by you shall be deemed your User Content and shall be subject to and governed by the Terms and applicable law (including laws regulating direct marketing communications with which you will need to comply with, as applicable).

7. Gift Cards

Purchasing and Using a Gift Card. On some Services, you may purchase and/or otherwise receive a gift cards or gift certificates, including electronic versions of both ("Gift Cards"), through the Services. Gift

Cards may be redeemed in our brick-and-mortar stores or on the Services. For use of Gift Cards online, redemption will result in the application of a credit to your Account in the amount of the Gift Card balance. Any Gift Card balance will be applied toward your purchase of until the Gift Card is depleted.

Not Redeemable for Cash. Gift Cards are not redeemable for cash or credit. Notwithstanding the foregoing, Gift Cards with balances of under \$2.50 are redeemable for cash in the State of Texas. To make a request to redeem a Gift Card with a balance of under \$2.50 in Texas, this must be done in person at our place of business. See "Contact Us" section.

Lost or Stolen Gift Cards. We are not responsible for lost or stolen Gift Cards. Lost or stolen Gift Cards cannot be replaced (except as required by law). All sales of Gift Cards are final and nonrefundable. We reserve the right to refuse to honor a Gift Card where we suspect that the Gift Card was obtained fraudulently. If you suspect someone has copied or stolen your Gift Card, please contact us immediately.

8. Promos and Discounts; Loyalty or Rewards Program

Promos and Discounts. Our Services may advertise promotional discounts, coupon codes, and other offers to be applied upon checkout. These cannot be applied to prior or completed transactions and must be used at the time of purchase. Generally, promo codes and discounts cannot be combined with other offers or used with subscription orders. Only consumers can use promo codes, they cannot be used by resellers, wholesalers, practitioners, or the like. You may have no right to discounts, coupons, or offers that are expired or discontinued even if they remain visible on the Site.

Loyalty or Rewards Program. Some of our Sites may also offer a Loyalty or Rewards Program ("Rewards Program"). If you elect to opt-in to our Rewards Program this section applies to you, as do any terms in this Agreement corresponding to the Rewards Program.

Eligibility and Suspension. Our Rewards Program is only open to legal residents of the United States who are at least sixteen (16) years old at the time of entry. Rewards Programs are void where prohibited. Corporations or other entities or organizations of any kind are not eligible to participate in Rewards Programs. You may only participate in a Rewards Program using one Account. We reserve the right to suspend, modify, or discontinue the eligibility of any person who uses or is suspected of using a Rewards Program in a manner inconsistent with this Agreement or any federal or state laws, statutes, or ordinances. In addition to suspension or discontinuance of eligibility, we have the right to take appropriate administrative and/or legal action against such persons. It is your responsibility to ensure any rewards or benefits you earn under a Rewards Program are accrued correctly.

Termination of Rewards Program. The Rewards Programs continue until we terminate them, which we may do at any time, with or without notice to you. Upon discontinuation of any Rewards Program, you may lose all benefits under that Rewards Program, including those yet to be redeemed. We also reserve the right to suspend or modify any Rewards Program, at our discretion, at any time. By continuing to

participate in the Rewards Program, you accept our modifications. We will make reasonable efforts to provide you notice of changes to the prior to implementation

Disputes and Disclaimer. All questions or disputes regarding eligibility for a Rewards Program, your compliance with this Agreement, accrual of rewards or benefits, or anything else related to a Rewards Program, will be resolved by us in accordance with the “Disputes, Arbitration, and Class Action Waiver” section. By participating, you agree that all decisions we make regarding a Rewards Program are final. The Rewards Program is subject to all applicable laws and regulations.

WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND IN CONNECTION WITH ANY REWARDS PROGRAM, WHICH ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS.

9. Terms for Purchases

Transfer of Ownership to You. Title to all products ordered by you and risk of loss to such products will transfer to you at the time BIKE.com delivers such products to the applicable shipping carrier. Note, however, that if we have not received payment in full for the products prior to their delivery, then the products will remain our property until such time as payment is received in full. We reserve the right (subject to applicable law) to terminate your right to use the products if payment is not made when due, or if the credit/debit card company declines payment or requires us to return any payment made for the products, for any reason.

Updates to ebike Parts. We reserve the right to change any component or part of our ebikes, or to change manufacturers of component parts without notice to you. Such changes, as well as any modification to the manufacture of our bikes, shall not constitute grounds for returning the product.

Battery and Range. Please note that there are many factors that contribute to the actual, real-world range of an ebike battery such as age of the battery, temperature, level of assist, speed, payload, and terrain. Any representation we make regarding the range for a particular ebike battery is based on a full charge and is an estimate, not a guarantee of such performance.

Alterations Void Warranty. Any alterations, modifications, or other changes made by you to an ebike following your purchase which affect the safety, operation, or mechanics of the ebike shall void any applicable product warranty and shall be at your sole risk of harm.

Financing. For qualified purchasers, ebikes may be financed through our consumer financing partners. The necessary qualifications for financing an ebike purchase, and your rights and obligations associated with such purchase, are solely determined by the financing partner. It is your responsibility to review and understand all terms and conditions associated with financing an ebike purchase, and you hereby acknowledge that BIKE.com is no way responsible for any such financing.

10. Cancellations

Cancellation of Orders. You may cancel an order by contacting us via email or telephone, per the “Contact Us” section below. Cancellation is not confirmed until you receive a response from our customer support team.

Due to the speed at which we process orders (as quickly as possible) we will attempt but cannot guarantee that we will be able to cancel an order you placed on the Sites. After you have placed an order, we cannot change it, including size or color reasons. Please make your selections carefully. Our customer service team is available for guidance and to assist you on selecting the best product to meet your needs.

Orders which have already been shipped (you have received a tracking number) cannot be changed or cancelled. Please see our [Returns and Exchanges Policy](#) in Section 13 below for return terms and instructions to send an order back for a refund, if desired.

Card Processing Fee. If you ask us to cancel an order after we have captured funds from your credit/debit card, (or after we've captured funds from your PayPal account or have financed your purchased through Affirm) **2.75% will be withheld from your refund to cover the cost of merchant card processing**, which we do not recover when issuing a refund for a cancelled order.

11. Shipping

Current shipping time is 3-5 business days on confirmed in stock items.

Email Confirmation. A shipping confirmation email will be sent to the email address attached to your order once the order has shipped. Please note that for any third-party shipping outside of BIKE.com's normal shipping process, BIKE.com cannot provide ANY additional shipping information or documentation.

Shipping Costs and Lithium-Ion Batteries. We offer shipping to all 48 continental United States of America based on package weight, size, and regulations. Costs for shipments will be shared at check out and must be agreed at time of purchase and will be noted responsibility of customer at check out. If located in Hawaii, Alaska, or Canada the order will be routed to Customer Service to help support cost of freight. We are unable to ship to US Territories based on available services and regulations.

Signatures Required. Shipments containing ebikes require a signature due to the high value of the item and restrictions pertaining to the delivery of high-capacity lithium-ion batteries. The shipping carrier is instructed to obtain a signature before delivery and should not leave packages unattended, shipping carriers may obtain visual confirmation that the recipient acknowledges receipt of the package as an alternative to obtaining a physical signature.

Addresses to Which We Ship. We ship to addresses in the 48 continental U.S. states. Special arrangements will need to be made for any shipment to Alaska, Hawaii, or provinces in Canada. We are unable to ship to US Territories based on available services and regulations. Orders ship from Carrollton, Texas USA.

Shipping Carriers. BIKE.com ships using UPS primarily and other common carriers on occasion. All shipping is based on the size/weight of your order and your delivery address. We'll ship your order in a single box whenever possible, but occasionally we'll need to send multiple shipments: for example, if you've ordered several large/bulky items. Large orders have a potential to be shipped by Freight or LCL.

No Responsibility for Loss, Theft, or Damage. Please note we are not responsible for any lost, stolen, or damaged items due to the actions or inactions of UPS or any other parcel service.

Refused Shipments – Flat Fee. If you refuse delivery of an order that you asked us to ship to you, we reserve the right to charge a flat fee of \$199 to partially cover our shipping costs. We cannot change, intercept, or cancel orders that have already shipped. If you refuse delivery, we will treat your order as a return if it arrives back to us and issue a refund for the purchase price via your original payment method, less \$99 and any potential damage or repacking needed.

12. Notice for International Customers

Information for International Customers. BIKE.com does not ship outside of the United States of America and Canada. Any product received in this area is unauthorized and is not covered for any services and BIKE.com has not responsibility or liability to these item(s).

13. Return Policy; Restocking Fees

Returns, Refunds and Restocking Fees. BIKE.com believes in the quality of its products and wants you to shop with confidence. Please read the following carefully to understand our returns and restocking fee policy applicable to all components, accessories and ebikes sold by BIKE.com.

All Returns must be authorized and have a Return Authorization Number.

- Returns of New and Unused Items Within 15 Days of Receipt. Product MUST BE free of wear and tear, dirt, etc. To complete request please follow the link and complete the Return Authorization Request. Upon receiving a requested RA# BIKE.com will review and offer a status of either APPROVED or DENIED. Do not ship anything back until you have this notification. If claim request is DENIED/REJECTED, you will be notified, and no credit will be issued, and no further actions will be taken by BIKE.com. If claim is APPROVED, you will be given information authorizing you to return items indicated in a NEW and UNUSED condition in original packaging within 15 days of receipt for a full refund with **no restocking fee**, less shipping charges. **For all returns, return**

shipping charges are the responsibility of the recipient, unless we made a shipping error, if so we will advise at time of approval. We will issue a refund using the same payment method you used originally upon receipt, review, and confirmation of returned product.

- Returns of Used Items Within 15 Days of Receipt. Based on product usage and details you provide will help determine what is possible. Product can be returned in a used level based on reason for return and level of use. You must follow the link to complete the Return Authorization Request. Upon receiving a requested RA# BIKE.com will review and offer a status of either APPROVED or DENIED. Do not ship anything back until you have this notification. If claim request is DENIED/REJECTED, you will be notified, and no credit will be issued, and no further actions will be taken by BIKE.com. If claim is APPROVED, you will be given information authorizing you to return items indicated in a used condition.
 - Ebike return- If assembled and ridden less than 25 miles (based on odometer reading) and with no significant wearing or damage to the bike as whole. It must be shipped in original packaging and all requested photos must be supplied at time of claim. Return product must be inspected to confirm product quality level assessment and will be completed within 10 days of receipt. To return an ebike it must have less than 25 miles on the display and must not have any significant damage or markings on the bike. You the customer are responsible for return shipment and a 10% RESTOCKING fee based on cost of bike and any outbound shipping costs covered by BIKE.com will be charged to you the customer.
 - Ebike return- If assembled and NO MORE than 25 miles (based on odometer reading) **and or** signs of significant wearing or damage to the bike **and or** not being returned in original packaging. All requested photos must be supplied at time of claim. Return product must be inspected to confirm product quality level assessment and will be completed within 10 days of receipt. You the customer will be responsible for return packing and shipping and the return order will be subject to a 50% RESTOCKING fee based on cost of bike and any outbound shipping costs covered by BIKE.com will be charged to you the customer.
 - Accessories or all other items NOT a COMPLETE Ebike- If used product can be returned within 30 days following RA form and guidelines. If product is in USED it is able to be returned per guidelines for a 50% RESTOCKING fee based on cost of bike and any outbound shipping costs covered by BIKE.com will be charged to you the customer.
 - **Return Shipping Costs**. You will be responsible for acquiring and paying for your own shipping costs for returning your item(s). Shipping costs are non-refundable. We recommend using a trackable shipping service and purchasing shipping. We cannot guarantee that we will receive the item you are attempting to return.

Returns Mechanics, COD and Timing. Please contact a member of our customer support team using the “Contact Us” information below in Section 28. We will notify you at the email address on file when we process your return. No return material authorizations or permission numbers are required to make a return. Most refunds show up to your payment card or payment account within 10 (ten) business days of processing (or on your next paper statement). BIKE.com does not accept shipments sent cash on delivery (COD).

No RETAIL STORE FRONT Returns. Please note that each of our partner RETAIL STORE FRONT shops sets its own return and exchange policies and procedures. We do not accept returns of items purchased from RETAIL STORE FRONT shops. Please contact the place of purchase to discuss their return policy.

Refused Shipments – Flat Fee. If you refuse delivery of an order that you asked us to ship to you, we reserve the right to charge a flat fee of \$199. to partially cover our shipping costs. We cannot change, intercept, or cancel orders that have already shipped. If you refuse delivery, we will treat your order as a return if it arrives back to us and issue a refund for the purchase price via your original payment method, less \$199.

I agree to the terms of the return policy.

[LINK TO RETURN PROCESS STEPS](#)

14. Updates and Upgrades

From time to time, BIKE.com may need to deploy or provide patches, updates, upgrades, additional content or other modifications to the Site or the App. These updates may result in the Services being temporarily unavailable. In certain circumstances, we may need to suspend, withdraw or disable the App for longer periods while we deploy these updates and upgrades. We will always try and give you notice of this, but it may not be possible in all cases (for example for reasons beyond our control, or if there is an emergency security issue). The default setting in the App is that these updates and upgrades will automatically be deployed. You may turn this setting off via the App 'settings', although we would always recommend that you have the latest version of the App installed. If you do not install any update or upgrade then all of the functionality and features of the App may not be available to you.

15. Location Services

You will need to have location services enabled on your device(s) to be able to use many of the App's features. When location services are on, the App may also collect and use data about your location to provide you with relevant information. You may turn this feature off in your device's settings, however if you do so some of the App's functionality and features will no longer be available to you. Please see our Privacy Policy for more information on how we collect and use data about your location.

16. Our Management of the Service; User Misconduct

Our Right to Manage the Service. We reserve the right, but do not undertake the obligation to: (A) monitor or review the Services for violations of these Terms and for compliance with our policies; (B) report to law enforcement authorities and/or take legal action against anyone who violates these Terms of Services; (C) refuse, restrict access to or the availability of, or remove, delete, edit or disable (to the extent technologically feasible) any User Content or any portion thereof; (D) manage the Services in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the Services; and/or (E) terminate or block your use of the Service for violating these Terms.

Our Right to Terminate Users. You agree that BIKE.com may, under certain serious circumstances and without prior notice, immediately terminate your account and/or access to the Services. Cause for such termination shall include, but not be limited to, (a) breaches or violations of the Terms or other incorporated agreements, policies or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Services. Termination of your account may include (x) removal of access to all offerings within the Services, (y) deletion of your information, files and Content associated with your account, and (z) barring of further use of the Services. Further, you agree that all terminations for cause shall be made in BIKE.com's sole discretion and that BIKE.com shall not be liable to you or any third party for any termination of your account or access to the Services. The following Sections shall survive termination of your account and/or the Terms: "User Content", "Proprietary Rights", "Disclaimer of Warranties and Liability," "Indemnity," "Choice of Laws" and "General."

17. Disclaimer of Warranties and Liability

SITES AND SERVICES ARE PROVIDED "AS-IS." ANY INFORMATION, SOFTWARE, SERVICES AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU "AS IS" AND WITHOUT WARRANTY. BIKE.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS HEREBY DISCLAIM ALL WARRANTIES WITH REGARD TO SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. BIKE.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THAT CONTENT WILL BE AVAILABLE OR THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS; AND (E) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

COMPLIANCE WITH EBIKE AND RELATED LAWS. YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ANY AND ALL LAWS REGULATING THE PURCHASE OR USE OF AN EBIKE, OR OTHER PRODUCT. WE ARE NOT RESPONSIBLE FOR ADVISING YOU ON SUCH LAWS IN YOUR OR ANY OTHER JURISDICTION RELATED TO THE PURCHASE OR USE OF AN EBIKE OR OTHER PRODUCT. YOU, AND YOU ALONE, ARE RESPONSIBLE FOR COMPLIANCE WITH ANY AND ALL REQUIREMENTS, INCLUDING BUT NOT LIMITED TO REQUIREMENTS RELATED TO REGISTRATION OF AN EBIKE, LICENSURE FOR RIDING AN EBIKE, PURCHASING INSURANCE, OR WEARING A HELMET. FOR YOUR OWN SAFETY WE RECOMMEND THAT YOU WEAR A HELMET AT ALL TIMES WHILE RIDING ANY EBIKE.

NO PROVISION OF MEDICAL ADVICE. YOU EXPRESSLY AGREE THAT BIKE.COM IS NOT PROVIDING MEDICAL ADVICE VIA THE SERVICES. THE CONTENT PROVIDED THROUGH THE SERVICES, INCLUDING ALL TEXT, PHOTOGRAPHS, IMAGES, ILLUSTRATIONS, GRAPHICS, AUDIO, VIDEO AND AUDIO-VIDEO CLIPS, AND OTHER MATERIALS, WHETHER PROVIDED BY US OR BY OTHER ACCOUNT HOLDERS OR THIRD PARTIES IS NOT INTENDED TO BE AND SHOULD NOT BE USED IN PLACE OF (A) THE ADVICE OF YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, (B) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (C) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH-RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THE SERVICES, AND YOU SHOULD NOT USE THE SERVICES OR ANY CONTENT ON THE SERVICES FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND BIKE.COM.

RISKS INHERENT IN ATHLETIC ACTIVITY. YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, CYCLING, RUNNING, OR FOLLOWING A TRAINING PLAN OFFERED ON THE SERVICES) CARRY CERTAIN INHERENT AND SIGNIFICANT RISKS OF PROPERTY DAMAGE, BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF BIKE.COM OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

NO RESPONSIBILITY FOR CHALLENGES, CONTESTS. YOU EXPRESSLY AGREE THAT BIKE.COM DOES NOT ASSUME RESPONSIBILITY FOR THE INSPECTION, SUPERVISION, PREPARATION, OR CONDUCT OF ANY RACE, CONTEST, CHALLENGE, OR GROUP ACTIVITY THAT UTILIZES THE SERVICES, INCLUDING ANY THAT ARE ORGANIZED BY A CLUB ADMINISTRATOR.

RELEASE OF LIABILITY FOR INJURY RELATED TO ATHLETIC ACTIVITY. YOU EXPRESSLY AGREE TO RELEASE BIKE.COM, ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY IN

CONNECTION WITH YOUR ATHLETIC ACTIVITIES AND/OR USE OF THE BIKE.COM WEBSITES, MOBILE APPLICATIONS, CONTENT, SERVICES OR PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY BIKE.COM TRAINING PLAN), AND PROMISE NOT TO SUE THE RELEASED PARTIES FOR ANY CLAIMS, ACTIONS, INJURIES, DAMAGES, OR LOSSES ASSOCIATED WITH SUCH USE. YOU ALSO AGREE THAT IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR USE OR MISUSE OF THE SERVICES, (B) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED OR LICENSED BY BIKE.COM (INCLUDING, WITHOUT LIMITATION, ANY BIKE.COM TRAINING PLAN) WHILE ENGAGED IN ATHLETIC ACTIVITIES, (C) YOUR DEALINGS WITH THIRD-PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES, (D) ANY DELAY OR INABILITY TO USE THE SERVICES EXPERIENCED BY YOU, OR (E) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF BIKE.COM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS OF LIABILITY ABOVE, SUCH AS EXCLUSIONS FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN ENTERING INTO THIS RELEASE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE THE BENEFITS OF, SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, (AND ANY SIMILAR LAW OF ANY STATE, COUNTRY OR TERRITORY), WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

BIKE.COM DOES NOT ENDORSE YOUR USER CONTENT OR ANY OTHER MEMBER'S CONTENT AND SPECIFICALLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY CONTENT ON THE SERVICES.

MAXIMUM AGGREGATE LIABILITY NOT TO EXCEED \$50. THE COMPANY'S MAXIMUM AGGREGATE LIABILITY TO YOU PURSUANT TO THESE TERMS SHALL NOT EXCEED THE GREATER OF EITHER (A) FIFTY DOLLARS (\$50) OR (B) THE AMOUNT OF FEES PAID BY YOU TO BIKE.COM IN THE 12-MONTHS PRIOR TO DATE THE CLAIM.

18. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD BIKE.COM AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, PARTNERS AND LICENSORS HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR

ARISING OUT OF CONTENT YOU SUBMIT, POST, TRANSMIT OR OTHERWISE SEEK TO MAKE AVAILABLE THROUGH THE SERVICES, YOUR USE OF THE SERVICES, YOUR ATHLETIC ACTIVITIES WHICH GENERATE THE CONTENT YOU POST OR SEEK TO POST ON THE SERVICES (INCLUDING, BUT NOT LIMITED TO, ATHLETIC ACTIVITIES IN CONNECTION WITH ANY CONTESTS, RACES, GROUP RIDES, OR OTHER EVENTS WHICH BIKE.COM SPONSORS, ORGANIZES, PARTICIPATES IN, OR WHOSE SERVICES ARE USED IN CONNECTION WITH), YOUR CONNECTION TO THE SERVICES, YOUR VIOLATION OF THE TERMS, YOUR VIOLATION OF ANY DATA PROTECTION OR PRIVACY LAWS, OR YOUR VIOLATION OF ANY RIGHTS OF ANOTHER PERSON OR ENTITY. YOUR RIGHTS WITH RESPECT TO BIKE.COM ARE NOT MODIFIED BY THE FOREGOING INDEMNIFICATION IF THE LAWS OF YOUR COUNTRY OF RESIDENCE, APPLICABLE AS A RESULT OF YOUR USE OF OUR SERVICES, DO NOT PERMIT IT.

19. Third Parties

Third party products and services made available on our Sites and Apps are made and offered directly by the applicable third party. When you pursue or purchase any such product or service, you acknowledge that you are contracting directly with such third party and not with BIKE.com. Your interaction with, or participation in promotions of, third parties found on or through the Services, including payment and delivery of goods or services, and any other terms, are solely between you and such third party. You are not obligated to use or transact business with any third party that appears on the Services.

YOU AGREE THAT BIKE.COM SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SERVICES.

YOU AGREE THAT YOUR USE OF THIRD-PARTY WEBSITES, APPLICATIONS, SERVICES AND RESOURCES, INCLUDING WITHOUT LIMITATION YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH THIRD PARTIES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES. YOU ACKNOWLEDGE AND AGREE THAT BIKE.COM IS NOT RESPONSIBLE FOR THE AVAILABILITY OF SUCH EXTERNAL SITES, SERVICES, PRODUCTS OR RESOURCES.

20. Dispute Resolution

PLEASE READ THIS FOLLOWING CLAUSE CAREFULLY—IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Initial Dispute Resolution. We are available by email at cs@bike.com to address any concerns you may have regarding your use of the Service. Most concerns may be quickly resolved in this manner. Each of you and we agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

Agreement to Binding Arbitration. Except for disputes relating to the BIKE.com's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) or if you opt out of this agreement to arbitrate, all claims arising out of or relating to these Terms of Service (including their formation, performance and breach), the parties' relationship with each other and/or your use of the Services shall be finally settled by binding arbitration administered by JAMS and conducted under The Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes ("JAMS Rules") then in effect at the time of the dispute. You may obtain copies of the JAMS Rules and forms and instructions for initiating arbitration by visiting the JAMS website at www.jamsadr.us. If for any reason JAMS is unavailable, the parties shall mutually select another arbitration forum.

The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with this Agreement. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, BIKE.com will pay the additional cost. You and BIKE.com hereby expressly waive trial by jury. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if BIKE.com is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act.

WAIVER OF JURY TRIAL. THE PARTIES UNDERSTAND THAT, ABSENT THIS MANDATORY PROVISION, YOU AND WE WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. YOU AND WE FURTHER UNDERSTAND THAT THE RIGHT TO DISCOVERY MAY BE MORE LIMITED IN ARBITRATION THAN IN COURT.

WAIVER OF CLASS ACTIONS. THE PARTIES FURTHER AGREE THAT ANY ARBITRATION SHALL BE CONDUCTED IN THEIR INDIVIDUAL CAPACITIES ONLY, AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IF ANY COURT OR ARBITRATOR DETERMINES THAT THE CLASS-ACTION WAIVER SET FORTH IN THIS SECTION IS VOID OR UNENFORCEABLE FOR ANY REASON, OR THAT AN ARBITRATION CAN PROCEED ON A CLASS BASIS, THEN THE ARBITRATION PROVISION SET FORTH ABOVE SHALL BE DEEMED NULL AND VOID IN ITS ENTIRETY AND THE PARTIES SHALL BE DEEMED TO HAVE NOT AGREED TO ARBITRATE DISPUTES.

Exception—Small Claims Court Claims. Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

Thirty-Day Right to Opt-Out. You have the right to opt out and not be bound by the arbitration- and class-action-waiver provisions set forth in this section by sending written notice of your decision to opt out to the following address: BIKE.com, Inc., Attn: Legal Department, 5301 Alpha Road, Suite 66-102, Dallas, TX 75240 USA. The notice must be sent within 30 days of registering to use the Services; otherwise, you shall be bound to arbitrate disputes in accordance with these Terms. If you opt out of these arbitration provisions, BIKE.com also will not be bound by them. In addition, if you elect to opt out of these arbitration provisions, BIKE.com may terminate your use of the Services.

Time Limitation on Claims. You agree that any claim you may have arising out of or related to your relationship with BIKE.com and these Terms must be filed within one year after such claim arose; otherwise, your claim is permanently barred. This provision does not apply if you are based in the European Union in which case time limitations shall be determined in accordance with governing law for EU users mentioned below.

21. Choice of Law and Forum

Any action related to the Terms, Content, the Services, and your relationship with BIKE.com shall be governed by, and construed and interpreted in accordance with, the laws of the State of Texas without regard to its conflict of laws principles AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Subject to the Section entitled “Dispute Resolution”, the parties irrevocably consent to bring any action to enforce this Agreement in the federal or state courts in Dallas, Texas and you consent to the exclusive jurisdiction of the federal or state courts in Dallas, Texas. If any party hereto brings any suit or action against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys’ fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Services or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. This paragraph does not apply to users who reside in the European Union.

22. Notice to Texas Residents

Under Texas Consumer Rights- Deceptive Trade Practices Tile 2 Chapter 17A following specific consumer rights information: The provider of the Services is BIKE.com 5301 Alpha Road, Suite 66-102, Dallas, TX 75240. To file a complaint regarding the Services or to receive further information regarding use of the

Site, send a letter to the above address or contact us via e-mail at cs@bike.com (with "Texas Resident Request" as the Subject Line). You may also contact the Consumer Complaints at Office of the Attorney General

PO Box 12548 Austin, TX 78711-2548 or 800-621-0508

23. International Users; Operations in the U.S. and Canada

The Services are controlled by BIKE.com from its offices within the United States of America. Likewise, our Sites and/or Services are only offered in the United States and Canada. As such, each claim or statement about our Sites and/or Services, and products, is expressly limited to the United States and Canada, unless otherwise disclosed.

WE DO NOT REPRESENT OR WARRANT THAT ANY OF OUR SERVICES, INCLUDING OUR SITES AND MOBILE APPS OR ANY PART THEREOF IS APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR JURISDICTION OTHER THAN THE UNITED STATES.

FOR RESIDENTS OF CANADA. THE FOLLOWING TERMS AND CONDITIONS APPLY TO YOU, AND SUPERSEDE CONFLICTING TERMS IN THE AGREEMENT, IF YOU ARE A RESIDENT OF THE NAMED JURISDICTION OR TO THE EXTENT REQUIRED BY APPLICABLE LAW:

- *Documents in English Only:* L'acheteur confirme son intention expresse que cet accord, ainsi que tous les documents connexes, soient rédigés en langue anglaise uniquement, y compris tous les avis et la correspondance.
- *Quebec Customers:* For Quebecois customers (or customers from other Canadian provinces where applicable) we will, if required, send at least 30 days before the amendment comes into force, a written notice drawn up clearly and legibly, setting out the new clause only, or the amended clause and the clause as it read formerly, the date of the coming into force of the amendment and the customer's right to refuse the amendment and rescind or, in the case of a contract involving sequential performance, cancel the contract without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than 30 days after the amendment comes into force, if the amendment entails an increase in the customer's obligations or a reduction in our obligations.
- *Dispute Resolution:* If and only if any one of the following provisions are unenforceable under the laws of your Canadian province of residence, such provision of this Agreement (and that provision alone) will not apply to you: (a) Disclaimer of Warranty; (b) Disclaimer of Damages; (c) Limitation of Liability; (d) Disputes, Arbitration and Class Action Waiver, (e) Indemnification; and (f) the Governing Law and Rules provisions.
- *Cancellation Rights:* Residents of certain provinces may have the right to cancel the provisions of certain purchases as required by local law. We will honor such cancellation rights.
- *Privacy and Consumer Complaints:* Under relevant consumer protection laws, you are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please

send an e-mail to cs@BIKE.com.com. You may also contact us by writing to BIKE.com 5301 Alpha Road, Suite 66-102, Dallas, TX 75240.

24. DMCA – Copyright Claims of Infringement

The Digital Millennium Copyright Act (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the internet infringes their rights under U.S. copyright law. BIKE.com also reviews claims of trademark infringement. If you believe in good faith that materials hosted by BIKE.com infringe your copyright or trademark rights, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. The notice must include the following information:

(a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(b) identification of the copyrighted work or trademark claimed to have been infringed (or, if multiple copyrighted works or trademarks located on the Services are covered by a single notification, a representative list of such works);

(c) identification of the material that is claimed to be infringing or the subject of infringing activity, and information reasonably sufficient to allow BIKE.com to locate the material on the Services.

(d) the name, address, telephone number, and e-mail address (if available) of the complaining party.

(e) a statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and

(f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please be advised that BIKE.com will not respond to complaints that do not meet these requirements. If BIKE.com determines that the materials alleged to infringe your copyright or trademark rights do not require removal, BIKE.com will remove those materials only pursuant to a court order declaring the content or use of the materials unlawful.

If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Counter-notices must include the following information:

(a) your name, address, and telephone number; (b) the source of the content that was removed; (c) a statement under penalty of perjury that you have a good-faith belief that the content was removed in error; (d) a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located; or, if your address is outside of the United States, for any judicial district in

which BIKE.com may be found, and that you will accept service of process from the person who provided the original complaint; and (e) a physical or electronic signature (for example, typing your full name).

Notices and counter-notices with respect to the Services must meet the then-current statutory requirements imposed by the DMCA (see <https://copyright.gov/title17/92appb.html>) and should be sent to the agent identified below. We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, be aware that there may be penalties for false claims under the DMCA.

Agent to Receive Notices of Claimed Infringement: BIKE.com 5301 Alpha Road, Suite 66-102, Dallas, TX 75240

25. General

No Waiver. BIKE.com's failure to act with respect to a breach by you or others does not waive its rights to act with respect to subsequent or similar breaches.

Severability. If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining terms, covenants and restrictions will remain in full force and effect. You and BIKE.com intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, you and BIKE.com agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion.

Assignment. BIKE.com may assign its rights and delegate its obligations under these Terms, in whole or in part, at any time with or without notice to you, and these Terms will be binding upon and inure to the benefit of BIKE.com's successors and assigns. BIKE.com shall have the right to assign these Terms, at its sole discretion, without notice to you. You may not assign, transfer or sublicense your rights (if any).

Force Majeure. Neither party shall be liable for any failure or delay in performance under these terms (other than for delay in the payment of money due and payable in accordance with these terms) for causes beyond the party's reasonable control and not caused by that party's fault, or negligence, including, but not limited to, "acts of God", acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility, but in each case, only if and to the extent that the non-performing Party is without fault in causing such failure or delay, and the failure or delay could not have been prevented by reasonable precautions and measures and cannot reasonably be circumvented by the non-conforming party through the use of alternate sources, workaround plans, disaster recovery, business continuity measures or other means. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Entire Agreement. These Terms (including any incorporated terms) constitute the entire agreement between you and BIKE.com with respect to the Services. Both you and BIKE.com warrant to each other that, in entering this Agreement, neither BIKE.com nor you have relied on nor will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms (including any incorporated terms). The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law.

No Third-Party Beneficiaries. No one other than you and BIKE.com, or BIKE.com's successors and assigns, will have any right to enforce these Terms.

Headings Have No Legal Effect. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.

26. Contact Us

If you have questions about this Agreement, or if you have technical questions about the operation of our Services, please contact us: BIKE.com 5301 Alpha Road, Suite 66-102, Dallas, TX 75240 or cs@bike.com or 877-755-2453 (BIKE)