



Terms & Conditions

BIKE CITIZENS TERMS OF SERVICE AND END USER LICENSE AGREEMENT (“EULA”)

Dated and applicable from October 1st 2017.

The following terms of Service and end user license agreement (“Agreement”) constitute a binding legal Agreement between you and Bike Citizens Mobile Solutions GmbH, trading as Bike Citizens, and/or its affiliates and subsidiaries (“Bike Citizens”, “Us”, “We” or “Our”). This Agreement governs your use of the Bike Citizens or BikeNatureGuide application (“App”) with respect to all product versions and version updates until further notice, as defined herein below (together, the “Service”) and the Software enabling the use thereof (the “Software”). PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SERVICE OR SOFTWARE.

Your use of the Service or Software is also subject to the terms of use and privacy policy found at <http://www.bikecitizens.net> (the “Site”). In the event of conflict between the said terms and conditions and this Agreement, the provisions of this Agreement shall control. THE SOFTWARE IS LICENSED, NOT SOLD. If you do not accept the terms of this Agreement do not install, use or access the Service or Software.

General terms of use

You agree to use the Service or Software for your personal use and accept that such use is entirely at your own risk. You agree not to transfer or resell the Service or Software, in whole or in part, to any third party, or allow unauthorized access to the Service or Software, by any third party.

Changes

We reserve the right to modify the terms of this Agreement in our sole discretion from time to time and at any time, with or without a release of a new version of the Software. We may notify you electronically, for example, by presenting a banner on the Service when we have amended this Agreement or the privacy policy so that you may access and review the changes prior to your continued use of the Service. You may choose to accept or decline the change. By continuing to use the Service, you are deemed to accept that change. Bike Citizens reserves the right without prior notice for any reason to change the content, design or layout of the App or to discontinue some or all of the functionality of

the Software or Service at any time, or to deny you access to same especially for a violation of the terms of this Agreement.

Access

Our Software and Service are provided on an “AS IS” and “AS AVAILABLE” basis and are only available to individuals who are legally capable and legally permitted to access and use them. You are responsible for obtaining, maintaining, and ensuring the compatibility of any device, equipment or other services needed to connect to or access the Site and Services.

License

Subject to this Agreement and your compliance hereof, Bike Citizens hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited right and license to use the Software for your personal use on the mobile product that you own or control. The Software is being licensed to you and is not being sold to you. You hereby acknowledge that no title or ownership in the Software is being transferred or assigned to you.

The term of your license under this Agreement shall commence on the date of your acceptance and installation or an otherwise use of the Software or Services. Your license(s) shall end on either your disposal of the Software or termination of this Agreement. Your license terminates immediately if you violate any provision of this Agreement.

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You must use the Software and Service only in accordance with all applicable laws and regulations.

Privacy

Any information you provide in using the Software or Service will be used in accordance with our privacy policy which may be viewed on the site. Amendments to this privacy policy will be posted on the site and will be effective when posted. Your continued use of the Service or Software following the posting of any amendment, modification or change to this privacy policy shall constitute your acceptance thereof.

Global Positioning System (GPS) tracking

The App and Service contain features that rely upon device-based location information. The App will allow you to capture, track and record certain time and location data (collectively, the "Information"). To provide such features, you consent to the collection, use, transmission, processing and maintenance of your location data when using the App, including the real-time geographic location of the device used to access the App. Such information may include, but is not limited to your device identification, device type and real-time geographic location of your Device at time of use. At any time you may disable or turn off the tracking features of the App. By doing so you may use GPS functionality without sharing any of your location data with our servers. Any location data provided by the Service is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate, time-delayed or incomplete location data may lead to death, personal injury, property or environmental damage. We do not guarantee the availability, accuracy, completeness, reliability, or timeliness of location data or any other information displayed by the Service or the Software including the App.

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LIMITATION OF LIABILITY

WE SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTUOUS ACTIONS RESULTING FROM OR ARISING OUT OF (I) THE SERVICE OR SOFTWARE (II) THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE (III) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OF THE SERVICE OR SOFTWARE, (IV) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE OR SOFTWARE, (V) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS (VI) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS (VII) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT CONTAINED IN THE SERVICE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. IN NO EVENT SHALL WE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION,) ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE OR SOFTWARE WHICH ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. YOUR STATUTORY RIGHTS REMAIN UNAFFECTED.

Indemnity

You agree to defend and indemnify Bike Citizens from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to legal and accounting fees, that arise from or relate to your use or misuse of, or access to the Service or Software or otherwise from your violation of this Agreement.

Severance and Waiver

In the event any provision of these Terms is held by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, in any respect, the validity, legality, or enforceability of the remaining terms and conditions contained herein shall not in any way be affected or impaired. In such event, you agree that any such invalid provision shall be validly reformed by the court to as near as possible to the original intent of the provision, and if not reformable, shall be severed and deleted from these Terms.

Conflicting Provisions

In the event of conflict between our Terms of Use and this Agreement, this Agreement shall control.

Termination

This Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you shall cease all use of the Service and Software and delete or destroy all copies of the App from your device. In the event of the termination of this Agreement, where a breach by you is involved, you shall pay to Bike Citizens all fees (including lawyers' fees and costs) and related expenses expended or incurred by Bike Citizens in the enforcement of its rights hereunder.

Governing Law & Language

This Agreement shall be governed by and construed in accordance with the laws of Austria without regard to the conflict of laws provisions thereof. Austrian courts will have exclusive jurisdiction over any claim arising from, or related to, this Agreement although we retain the right to bring proceedings against you for breach of this Agreement in your country of residence or any other relevant country. These Terms are drafted in the English language and if translated into another language the English version shall prevail.

CONTACT US

If you have a concern regarding this Agreement, please contact us by email at info@bikecitizens.net