

Introduction

Welcome to BBC (being the BBC (Big Biking Commune) mobile app, the website or any third party platforms through which BBC (Big Biking Commune) is provided) (together, "**BBC**" or "**BBC Platforms**") provided by Big Biking Commune Pvt Ltd, ("**Company**"). These Terms of Service ("Terms") govern your access to and use of the services and BBC (Big Biking Commune) websites (the "Services"), and any information, text, graphics, or other materials uploaded, downloaded or appearing on the Services (collectively referred to as "Content"). Your access to and use of the Services is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Services you agree to be bound by these Terms.

Any service rendered to you ("**User**") through BBC (Big Biking Commune) Platforms, by itself or a third party including but not limited to information about the services, products, photographs of the products and/or services, terms and conditions, transactions that may be implemented through BBC Platforms, purchase of the services, performance of the services and all other services in relation there to ("**Services**"), shall be subject to and you are deemed to have accepted these terms and conditions ("**Terms and Conditions**"). The Terms and Conditions together with the terms and conditions contained in the "**Privacy Policy**" and the explorer agreement executed between the User and the Company ("**Explorer Agreement**"), if applicable, shall constitute an agreement between the User and the Company ("**User Agreement**") and govern your use of the BBC (Big Biking Commune) Platforms. By using BBC (Big Biking Commune) Platforms you agree to be bound by and comply with the terms and conditions of the User Agreement, including specifically the Terms and Conditions contained herein. In the event of any conflict between the provisions of the Explorer Agreement, if applicable, and this Terms and Conditions, the provisions contained in the Explorer Agreement shall prevail. If you are not agreeable to any of the terms and conditions of the User Agreement, please do not use or view BBC (Big Biking Commune) Platforms.

All Service(s) and information displayed on the BBC (Big Biking Commune) Platforms constitute an "invitation to offer". Your order for availing Service(s) constitutes your "offer" which shall be subject to the Terms and Conditions as listed below. The Company reserves the right to accept or reject your offer. Our acceptance of your order shall take place upon rendering of the Service(s) ordered by you on the BBC (Big Biking Commune) Platforms. No act or omission by the Company prior to our rendering of the Service(s) shall constitute acceptance of your offer.

Thank you for considering the use of our services. We hope that you will complete your registration but before you do so, you should read the contents of this document, which sets out the legal foundations for the relationship you have with us.

Below you will find our Terms and Conditions of Use. This document forms the contractual arrangement between us, which comes into force when you complete your registration.

Below the Terms and Conditions of Use you will find terms and conditions that relate to the delivery to you of other services by third parties. Your contract concerning those other services is with the third party provider in question, so you should read the applicable terms and conditions before making use of them.

Your privacy is critically important to us. See how we collect and use your personal information in our Privacy Policy.

1. You can cancel your membership or delete your account at any time.
2. You own your content, but give us a right to use it.
3. We expect our members to act with respect and we can cancel your account if you act inappropriately.
4. BBC (Big Biking Commune) is not liable for your activities and no warranties are made by Big Biking Commune.
5. We can cancel your account if you act inappropriately.
6. We want your feedback, and you allow us to use it.

There are easy ways to reach us if you have questions or need help.

User Eligibility

Use of BBC (Big Biking Commune) Platforms is available only to persons who can form legally binding contracts under applicable law. i.e. persons below the age of eighteen (18) years are not eligible to use the BBC (Big Biking Commune) Platforms. The Company reserves the right to terminate your account and refuse to continue providing you with access to BBC (Big Biking Commune) Platforms, including but not limited to the Services, if the Company discovers that you are under the age of eighteen (18) years. The BBC (Big Biking Commune) Platforms is not available to persons whose accounts have been suspended or terminated by the Company for any reason whatsoever.

Passwords:

To use certain features of the Services, you will need a username and password, which you will receive through the Services registration process. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your

password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Terms of Service

The BBC (Big Biking Commune) websites, related mobile applications and services (collectively, the "Services") are made available to you by Big Biking Commune pvt Ltd., with its address at #402, 1st D main, 7th cross, Domlur layout, Bangalore-560071, subject to these Terms of Service (the "Terms") and in accordance with the BBC (Big Biking Commune) Privacy Policy (the "Privacy Policy"). More information about the Services may be found at <https://bigbikingcommune.com>. You agree to comply with these Terms and any supplemental terms which BBC (Big Biking Commune) makes available to you on the Services which shall form part of the Terms. If you access or use the Services on behalf of a company or other entity, you represent that you have authority to bind such entity and its affiliates to these Terms and that it is fully binding on them. In such case, the term "you" will refer to such entity and its affiliates. If you do not have authority, you may not access or use the Services. These Terms contain disclaimers of warranties and limitations on liability that may be applicable to you.

The BBC (Big Biking Commune) Services cannot be provided and the agreement described in these Terms of Service cannot be performed without BBC (Big Biking Commune) processing data about you, and other BBC (Big Biking Commune) members, including your location data. Processing of the data you share with BBC (Big Biking Commune), including location data, is essential to the Services which we provide and a necessary part of our performance of the agreement we have with you.

Please note that we may update and amend these Terms from time to time and the current version of these terms will be posted on the Website. We will notify you when we post new Terms. The version of these Terms that is current at the time you use the Services will apply to your use of those Services. It is your responsibility to ensure you review these Terms regularly to familiarize yourself with any changes. Your use of the Services following any such changes will constitute your acceptance of the revised Terms.

These Terms set out important information regarding your rights and obligations, and the restrictions that may apply, when you:

use any of our services: for these purposes, our services include (but are not limited to) the provision of online content, online social media and/or interactive

applications, audio visual content, text, photographs, advertising, app and any similar service that we currently provide or make available in the future;

access our platform or devices (the "Platforms"): our Platforms include (but are not limited to) the internet (including but not limited to the website <http://www.bigbikingcommune.com/> and all its sub-domains (the "Website")); other media platforms and software applications (which, for example, may enable you to view and use our content and/or services over a mobile or Wi-Fi network); other portable or non-portable communication or other electronic device; and any similar platforms that we currently provide or make available in the future, (together referred to as "Services");

Subscribe to use additional services delivered via the Platforms (the "Subscription Services", being part of the Services).

Content:

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Services and we cannot take responsibility for such Content. Any use or reliance on any Content or materials posted via the Services or obtained by you through the Services is at your own risk. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Services or any opinions expressed via the Services. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabeled or are otherwise deceptive. Under no circumstances will BBC (Big Biking Commune) be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Services or broadcast elsewhere.

If you wish to submit any contribution to the Services or upload any content such as any text, photographs, graphics, video or audio to the Services ("Submission"), you agree that any Submission you make is subject to the following additional terms, except where expressly stated otherwise in any Additional Terms and Conditions that apply to a specific Service.

You retain all ownership rights in any Submission you may make. You promise that your Submission is your own original work, and that you are the owner of any Submission you make or that you have all necessary licences, rights, consents, and permissions to authorize us to use your Submission. In particular, you promise that you have obtained the permission of all of the people featured or referred to in the

Submission (and if they are under 18, the permission of their parents or guardians as well) to our use of the Submission on the Services. You agree to give us evidence of all such licences, rights, consents, and permissions if so requested by us. You acknowledge that the contents of any Submission material (other than personal data, the use of which will be governed by our Privacy Policy) will be considered non-confidential.

By making a Submission to our Services, you grant us a licence (which means permission) to use, edit, reproduce, record, modify, translate, distribute, play, perform, make available to the other users of the Services, prepare derivative works of and to display your Submission by any medium or method whether now known or later developed to be exercised in our sole discretion throughout the world for the full term of copyright and other rights and all renewals and extensions thereof including, for the avoidance of doubt, the right to register any design rights and/or trademarks. You agree that this licence is: perpetual (which means it lasts forever); non-exclusive (which means you are free to grant permission to use the Submission to other parties); royalty-free (which means we won't pay for the permission either now or in the future); and transferable (which means we can transfer the licence to any other third party) and you agree that we can sub-licence this license (which means we can grant an equivalent permission to other third parties in respect of your Submission). You also agree to waive your 'moral rights' in your Submission.

You are responsible for the contents of any Submission you may make and the consequences arising from its use on our Platforms and/or as part of our Services. You will not upload any material or content which is in any way defamatory, obscene, unlawful, harmful, offensive or inappropriate or infringes the rights of a third party or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability. You agree not to commit any criminal offence or infringe any laws in producing or making a Submission. You agree not to transfer files which contain viruses or other harmful programs. Further, you must not endanger yourself or others, or take any unnecessary risks in order to produce or make a Submission.

You also agree not to advertise or promote third parties' or your own goods or services in any Submission, including but not limited to by way of the distribution of "spam" messages. In particular, you agree not to use the Services to provide links to third party websites.

We may accept, modify, withdraw or refuse to display your Submission at any time at our sole and absolute discretion. We may do this without notice to you for any reason, including, without limitation, where we suspect your Submission to be in any way defamatory, obscene, unlawful, harmful, offensive, in appropriate or to infringe

the rights of a third party. However, we have no obligation to modify or remove any inappropriate, offensive or unlawful User Generated Content or other content.

Account and Registration Obligations

"Your Information" is defined as any information you provide to us in the registration, purchasing and/or use of the Service(s), through any e-mail feature, blog, etc. and any information that is provided to us by any third parties including but not limited to any personal or medical information.

You also understand and agree:

To provide true, accurate, current and complete information about yourself as prompted by the BBC (Big Biking Commune)Platforms registration form (such information being the "Registration Data").

To maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, incomplete, or not current or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not in accordance with the User Agreement, the Company has the right to indefinitely suspend or terminate Your Account and refuse to provide you with access to the BBC (Big Biking Commune)Platforms and/or cease to render any of the Service(s) to you, without any further obligations under this User Agreement or any other terms and conditions whether provided on the BBC (Big Biking Commune)Platforms or otherwise.

That you authorize the Company to use Your Information and Comments or Your Content (defined below), as may be required from time to time, in relation to fulfilling its continuing obligations. That you consent for third parties who have Your Information, to provide Your Information to the Company, in relation to fulfilling its continuing obligations. That any calls made to the Company by you in relation to the Services being provided may be recorded. That any of Your Information may be used by the Company in preparing reports, recommendations, conclusions, and/or documentations and Your Information (without any identifiable information) may be shared along with other users' information as part of an analysis, study, report, recommendation, conclusion, or as part of other results of the Service(s).

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 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 BBC (Big Biking Commune) 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 BBC(Big Biking Commune).

You may register for or log-in to your account via a third-party network, such as Facebook or Google. If you do so, you hereby authorize BBC (Big Biking Commune) 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, you hereby agree to be bound by the Google Maps/Google Earth Additional Terms of Services (including the Google Privacy Policy) in connection with your use of such Services.

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 ("Content"), whether publicly posted, privately transmitted, or submitted through a third party API (e.g. a photograph submitted via Instagram). Public segments and route created by using the Services are not considered 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 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 delete your Content or your account.

You understand that you, and not BBC (Big Biking Commune), are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. BBC (Big Biking Commune) does not proactively and routinely screen or monitor the Content posted to the Services by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. BBC (Big Biking Commune) may, in its sole discretion, screen, monitor, refuse or remove any Content, or remove any Content that violates the Terms or is otherwise objectionable. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will BBC (Big Biking Commune) be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available on the Services. You agree to bear all risks associated with the use of any Content available in connection

with the Services, including any reliance on the accuracy, completeness, or usefulness of such Content.

You agree that BBC (Big Biking Commune) is not responsible for, and does not endorse, Content posted on the Services. If your Content violates these Terms, you may bear legal responsibility for that Content. As between you and BBC (Big Biking Commune), any Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of Content. You acknowledge and agree that your relationship with BBC (Big Biking Commune) is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place BBC (Big Biking Commune) in a position that is any different from the position held by members of the general public, including with regard to your Content. Your Content will not be subject to any obligation of confidence on the part of BBC (Big Biking Commune) other than as set forth in our Privacy Policy and your privacy controls, and BBC (Big Biking Commune) will not be liable for any use or disclosure of any Content you provide.

The Services may provide you with the ability to mark certain Content that you submit to the Services as private, public, or available only to select users of the Services. BBC (Big Biking Commune) will maintain the privacy of such Content in accordance with your elections. However, if you do not elect to mark your 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 our Privacy Policy for more information on how to manage your privacy controls.

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, in ads, offers and other commercial contexts on the BBC (Big Biking Commune) service without compensation to you. For example, we may show your BBC (Big Biking Commune) followers that you use a certain device, product, or service available from a brand that has paid us to display its ads on BBC (Big Biking Commune). You may adjust settings to prevent your profile name and profile photo from appearing in an ads.

Your Rights

You retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods

(now known or later developed). You agree that this license includes the right for **BBC (Big Biking Commune)** to make such Content available to other companies, organizations or individuals who partner with **BBC (Big Biking Commune)** for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by **BBC (Big Biking Commune)** or other companies, organizations or individuals who partner with **BBC (Big Biking Commune)** may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Services. We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media. You are responsible for your use of the Services, for any content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be rebroadcasted by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. **BBC (Big Biking Commune)** will not be responsible or liable for any use of your Content by **BBC (Big Biking Commune)** in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit.

The third parties delivering services to you via the Services are companies wholly independent of us and are solely responsible for all aspects of any transaction you may make using such services. They may have their own Privacy Policies and/or Terms and Conditions of Use. Your use of such third party websites and services will be governed by their Terms and Conditions and Privacy Policies, we therefore recommend you read those documents since you will be agreeing to comply with them. For the contact details of the applicable third party, see that third party's Terms and Conditions or available or referred to on the applicable Platform.

You are free to choose whether or not to make use of such third party services. Consequently we do not accept any responsibility or liability for content incorporated in our Services in this way or any actions or omissions that you may take in reliance on it. We are not responsible for the contents (including the Distributed Content) or availability of such third party websites or services (including the failure of any links to them). We do not endorse the material contained in their websites or services. Any links to third party services are provided for your convenience only.

If you use a third party service, you agree that: (i) we won't be party to any transaction or contract with a third party that you may enter into (which may include, but is not limited to, a transaction or contract where the third party sells or otherwise provides Distributed Content, or access to Distributed Content, to you

pursuant to that transaction or contract) in particular where we send you offers through the app; (ii) we will not be supplying those goods or services (including, where applicable, any Distributed Content) to you; and (iii) we won't be liable to you for any loss or damage which you may suffer by using those third party websites, offers and/or services (including any use by you of Distributed Content) (iv) we will not be liable for any offers sent to you through the app, where the third party is not able to deliver on the offer you have been sent. You agree that you will not involve us in any dispute you may have with such third-party websites, offers and services.

Please note that certain pages and services may be hosted, managed, delivered and operated by a third party. Where this is the case it will be indicated on the Website and/or the relevant service. Your use of those services will be the subject of terms and conditions with the third party in question and your contract in respect of the delivery of those Services will be with that third party.

When registering to become a user of BBC (Big Biking Commune) you are accept those third party terms and conditions, which come into force the moment you activate a third party service to which they relate. If you do not consider those third party terms and conditions to be acceptable, you may continue to register to use the Services. Simply ignore and make no use of the third party service to which the terms and conditions you have rejected apply and those terms and conditions will not apply to you.

The Services delivered by BBC (Big Biking Commune) may contain links to other third party websites, platforms, goods, offers and services through advertising or otherwise, and in certain circumstances our content may also be made available on third party services and platforms ("Distributed Content").

Reviews, Feedback, Submissions:

All reviews, comments, feedback, suggestions, ideas, and other submissions disclosed, submitted or offered to the Company on or through the BBC (Big Biking Commune)Platforms or otherwise disclosed, submitted or offered in connection with your use of the BBC (Big Biking Commune)Platforms or use of the Service(s) (collectively, the "Comments" or "Your Content") shall be and remain the Company property. Such disclosure, submission or offer of any Comments shall constitute an assignment to the Company of all worldwide rights, titles and interests in all copyrights and other intellectual properties in the submissions disclosed, submitted feedback, suggestions, ideas, Your Content. Thus, the Company owns exclusively all such rights, titles and interests and shall not be limited in any way in its use, commercial or otherwise, of any of Your Content. The Company shall be entitled to use, reproduce, disclose, modify, adapt, create derivative works from, publish, display and distribute any of Your Content you submit for any purpose whatsoever, without restriction and without compensating you in any way. The Company is and

shall be under no obligation: (1) to maintain any of Your Content in confidence; (2) to pay you any compensation for any of Your Content; and/or (3) to respond to any of Your Content. You agree that any of Your Content submitted by you to the BBC (Big Biking Commune) Platforms shall not violate this policy or any right of any third party, including copyright, trademark, privacy or other personal or proprietary right(s), and shall not cause injury to any person or entity, including the Company. You further agree that no Comments or Your Content submitted by you to the BBC (Big Biking Commune) Platforms shall be or contain libelous or otherwise unlawful, threatening, abusive or obscene material, or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". The Company may not regularly review Your Content, but does reserve the right (but not the obligation) to monitor and edit or remove any of Your Content. You grant the Company the right to use the name that you submit in connection with any of Your Content. You agree not to use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any Comments or Your Content you submit. You are and shall remain solely responsible for the content of any of Your Content you make and you agree to indemnify the Company, its affiliates, service providers and third parties, for all claims resulting from any of Your Content you submit. The Company and its affiliates take no responsibility and assume no liability for any of Your Content submitted by you or any third party.

Services:

You understand and agree that the Company shall only provide you with the deliverables (as part of the Services) as purchased by you from the Company.

In the event you do not agree to the terms and conditions of the User Agreement, do not use and/or purchase the Service(s). You acknowledge that the Company may also be using third party vendors ("Service Provider(s)") to provide you the Service(s). The Company shall in no event be responsible for any consequences due to the actions of the Service Providers or any third party providing the Service(s).

The Company shall under no circumstance interpret or offer opinions on any of the data made available to it. You represent and warrant to the Company that you have given your prior consent to disclose Your Information to the Company either directly or through permitting the Company to collect the same from the Service Provider(s), third parties etc. and you agree to indemnify the Company, its employees, its representatives from any and all claims, damages, etc. made in this regard.

Copyright policy:

BBC (Big Biking Commune) respects the intellectual property rights of others and expects users of the Services to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide us with the following information:

A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;

1. Identification of the copyrighted work claimed to have been infringed;
2. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
3. Your contact information, including your address, telephone number, and an email address;
4. A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law
5. A statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner

We reserve the right to remove Content alleged to be infringing without prior notice and at our sole discretion. In appropriate circumstances, BBC (Big Biking Commune) will also terminate a user's account if the user is determined to be a repeat infringer. For notice of alleged copyright infringement appearing on the Services contact us at feedback@bigbikingcommune.com.

Disclaimer and Limitation of Liability:

Throughout the Services you may find links and pointers to Internet sites maintained by third parties, sometimes through third party advertisements. Our linking to such third-party sites does not imply an endorsement or sponsorship of such sites, or the information, products or services offered on or through the sites.

In addition, neither we nor any of our respective affiliated companies operate or control in any respect any information, products or services that third parties may provide on or through the Services or on websites linked to by us through the Services. The information, products and services offered on or through the Services and any third-party sites are provided "as is" and without warranties of any kind either express or implied.

To the fullest extent permissible pursuant to applicable law, we disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services or any of its functions will be uninterrupted or error-free, that defects will be corrected, or that any part of the Services or the servers that make it available, are free of viruses or other harmful components.

We do not warrant or make any representations regarding the use or the results of the use of the Services or materials on BBC (Big Biking Commune) or on third-party sites in terms of their correctness, accuracy, timeliness, reliability or otherwise.

You must provide and are solely responsible for all hardware and/or software necessary to access the Services. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software. The Services are provided for informational purposes only, and are not intended for trading or investing purposes, or for commercial use.

The Services should not be used in any high risk activities where damage or injury to persons, property, environment, finances or business may result if an error occurs. You expressly assume all risk for such use. The Services may allow you to purchase many different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services.

If you make a purchase from a merchant on the Services or on a site linked to by the Services, the information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Services, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that merchant's website and click on its information links or contact the merchant directly.

You release us and our affiliates from any damages that you incur, and agree not to assert any claims against us or them, arising from your purchase or use of any products or services made available by third parties through our Services. In no event shall BBC (Big Biking Commune) or its service providers, affiliates, associates, subsidiaries or partners 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 of or inability to use the materials contained on the Services even if BBC (Big

Biking Commune)has been notified of the possibility of such damage. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tortuous behavior, negligence, or under any other cause of action.

The information and opinions expressed on the Services are not necessarily those of BBC (Big Biking Commune) or its service providers, affiliates, associates, subsidiaries or partners and BBC (Big Biking Commune) makes no representations or warranties regarding that information or those opinions.

Neither BBC (Big Biking Commune)or its service providers, affiliates, associates, subsidiaries or partners shall be responsible or liable to any person or entity whatsoever for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any information or opinions provided on the Services.

Termination

We may cancel or terminate your right to use the Services or any part of the Services at any time without notice. In the event of cancellation or termination, you are no longer authorized to access the part of the Services affected by such cancellation or termination. The restrictions imposed on you with respect to material downloaded from the Services, and the disclaimers and limitations of liabilities set forth in these Terms of Service, shall survive.

Entire Agreement:

If any part of the User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed to be superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect. Unless otherwise specified herein, the User Agreement constitutes the entire agreement between you and the Company with respect to the Service(s) and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and the Company with respect to the Service(s). The Company's failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches.

Interactions with Members

The Services function as a venue to connect members in a virtual information place. As a neutral facilitator, BBC (Big Biking Commune) is not directly involved in the actual interactions between members of the Services. As a result, BBC (Big Biking Commune) has no control over the truth, accuracy, quality, legality, or safety of postings made by members of the Services. BBC (Big Biking Commune) shall have no responsibility to confirm the identity of members. BBC (Big Biking Commune) shall also have no responsibility to confirm or verify the qualifications, background, or abilities of members of the Services. You shall at all time exercise common sense and good judgment when dealing with any member of the Services.

If you elect to use our features to inform your contacts about the Services, track your activities via BBC (Big Biking Commune), or share your information with others, BBC (Big Biking Commune) may require you to provide contact information. BBC (Big Biking Commune) may contact that friend via a one-time email or text message. You represent that you are authorized to provide any third party contact information that you provide to BBC (Big Biking Commune), that you are authorized to use such information to contact (including for BBC (Big Biking Commune)) to contact on your behalf) the third party and that BBC (Big Biking Commune) may process it pursuant to the Privacy Policy.

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 BBC (Big Biking Commune) 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 BBC (Big Biking Commune) any Feedback that you do not wish to license to us as set forth above.

Modification of the Terms and Services

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages on the Services. BBC (Big Biking Commune) reserves the right to update the Terms at any time and for any reason in its sole discretion. BBC (Big Biking Commune) will notify you of any material changes to the Terms or to any service or other features of the Services. By continuing to access or use the Services after we have provided you with notice of a

modification, you are agreeing to be bound by the modified Terms. If the modified Terms are not acceptable to you, your only recourse is to cease using the Services.

BBC (Big Biking Commune) and its third party service providers may make improvements and/or changes in the Services, products, services, mobile applications, features, programs, and prices described at any time and for any reason in its sole discretion. The mobile application may download and install upgrades, updates and additional features in order to improve, enhance, and further develop the Services. BBC (Big Biking Commune) reserves the right at any time to modify or discontinue, temporarily or permanently, the Services or any portion thereof with or without notice. You agree that BBC (Big Biking Commune) shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

Changes to Terms of Service:

We may revise these Terms of Service from time to time. The most current version of these Terms will govern your use of the Services and will always be at terms. If we make a change to these Terms that, in our sole discretion, is material, we will notify you by email to the email address associated with your account at that time. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Terms of Service.

Order of Priority

If there is any conflict between these Terms and Conditions and the Privacy Policy, the provisions of these Terms and Conditions shall prevail. However, where there are additional terms and conditions specifically provided for a particular product or service, such additional terms and conditions shall, unless they conflict with the Terms and Conditions, will also be deemed to be applicable.

Support and Questions

We will respond to any questions regarding the Services and these Terms via <https://support.bigbikingcommune.com>. We generally respond to support requests within 10-14 days after the request is placed.