

# Bunjo Terms of Service

Effective Date: 29<sup>th</sup> September 2021

## Terms of Service

You agree to comply with these Terms and any supplemental terms which Bunjo makes available to you on the Services which shall form part of the Terms. 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, YOU ARE AGREEING TO THE THESE TERMS. IF YOU DO NOT AGREE TO THE THESE TERMS, DO NOT ACCESS OR USE THE SERVICES.

This agreement was written in English. To the extent a translated version of the Terms conflict with the English version, the English version controls.

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 Bunjo Services cannot be provided and the agreement described in these Terms of Service cannot be performed without Bunjo processing data about you, and other Bunjo users, including your location data. Processing of the data you share with Bunjo, 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.

**Notice Regarding Dispute Resolution: These Terms contain provisions that govern how disputes between you and Bunjo are resolved.**

## Registration and Accounts

The Services are intended solely for persons who are 18 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 state, , territory or country, you represent that your parent or legal guardian has reviewed and agreed to these Terms on your behalf.

To use the Services, you must register. You agree to: (a) provide true, accurate, current and complete information about yourself (“User Data”) and (b) maintain and promptly update the User Data. You agree that Bunjo may use your User Data to provide Services that you access or use and as otherwise set forth in these Terms. If you provide any User Data that is inaccurate or not current, or Bunjo has reasonable grounds to suspect that such User Data is inaccurate or not current, Bunjo has the right to suspend or terminate your account and refuse current or future use of the Services. In consideration of your use of the Services, you represent that you are not a person barred from receiving services under the laws of any applicable jurisdiction.

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 Bunjo 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 User Data and any other information or content you provide to Bunjo.

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 Bunjo 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 Service](#) (including the [Google Privacy Policy](#)) in connection with your use of such Services.

## **Payments and Fees**

### **Payments**

To pay any fee, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service, a third party, like iTunes or Google Play, or any other payment method made available by Bunjo) (the “Payment Method”). If you provide your payment information, you authorize us and certain third party service providers, payment card networks and payment processors to receive, store and encrypt your payment information. You may switch to a different Payment Method or update your information. If you paid through the Google Play or iTunes store, you may change your Payment Method through the corresponding store account. No refunds or credits will be provided by Bunjo, other than as set forth in these Terms.

### **Fees**

In order to access certain functionality of the Services, you may be required to pay subscription fees. Subscription fees, along with any required taxes, may be paid on a monthly or annual basis. All subscription fees are payable in advance. Users changing from monthly to annual subscriptions will have the annual rates take effect at the beginning of the next billing date. You agree to pay the subscription fees, and other charges you incur in connection with your Bunjo account, whether on a one-time or subscription basis. Bunjo reserves the right to increase subscription fees, any associated taxes, or to institute new fees at any time upon reasonable advance notice.

## **Auto-Renewal**

Subscription fees will be billed automatically at the start of the monthly or annual period, as applicable. These fees will auto-renew until your subscription is downgraded or terminated. Your subscription fee will be the same as your initial charges unless you are otherwise notified in advance. You may cancel your subscription at any time, as described below.

## **Cancellation**

### **Cancellation of Subscription**

If you signed to Bunjo you may cancel your subscription by visiting your “Account” page and selecting “Downgrade.” If you signed up through the Google Play or iTunes store, you may cancel your subscription by downgrading through the corresponding store. The cancellation of a subscription will go into effect at the end of your current billing cycle. When your subscription ends, your account will remain and become a free subscription. You can renew your subscription at any time without opening a new account, although the subscription fees may have increased. You can delete your account at any time.

## **Free Trials**

Your subscription may start with a free trial. The free trial period for any subscription will last for the period of time specified when you signed up. Free trials may not be combined with certain other offers, as specified. If you begin your subscription with a free trial, we will begin billing your Payment Method for subscription fees at the end of the free trial period of your subscription unless you cancel your subscription prior to the end of the free trial period. Your Payment Method will be authorized for up to approximately one month of service as soon as you register for a free trial. In some instances, your available balance or credit limit may be reduced to reflect the authorization; however, no charges will be made against the Payment Method unless you do not cancel prior to the end of your free trial period. You may cancel your subscription at any time by going to your account settings.

## **Content and Conduct**

### **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 (“Content”), whether publicly posted, privately transmitted, or submitted through a third party API (e.g. a photograph submitted via Instagram. Public segments or routes 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 Bunjo, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Services. Bunjo does not 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. Bunjo may, in its sole discretion, screen, monitor, hide, 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 Bunjo 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 Bunjo 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 Bunjo, 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 Bunjo is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any Content does not place Bunjo 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 Bunjo other than as set forth in our privacy policy and your privacy controls and Bunjo 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. Bunjo 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 athletes, 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, or devices, in ads, offers and other commercial contexts on the Bunjo service without compensation to you. For example, we may show your Bunjo followers that you use a certain device, product, or service available from a brand that has paid us to display its ads on Bunjo. You may adjust settings to prevent your profile name and profile photo from appearing in an ad.

## **Conduct**

We expect you to honor the Bunjo Community Standards. 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. You may not use the Services, or assist or encourage any other party, to engage in any of the following Prohibited Activities:

1. Copying, framing or mirroring any part of the Services;
2. Accessing the Services to monitor its availability, performance or functionality;
3. Permitting any third party to access the Services;
4. 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 Bunjo;
5. 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");
6. 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 Bunjo internet protocol space;
7. Avoiding payment of charges or fees payable by you with respect to the Services;
8. Committing any act that may be harmful to minors;
9. Distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated "scraping";
10. 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 Bunjo than a human can reasonably produce in the same period of time by using a conventional web browser;
11. Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;

12. 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;
13. Using the Services for any inappropriate commercial solicitation purposes;
14. Accessing any content on the Services through any technology or means other than those provided or authorized by the Services;
15. Submitting to the Services or to Bunjo any personally identifiable information, except as necessary for the establishment and operation of your account;
16. Submitting to the Services or to Bunjo any information that may be protected from disclosure by applicable law;
17. 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;
18. Violating any applicable law, statute, ordinance or regulation, or encouraging any conduct that could constitute a criminal offense or give rise to civil liability;
19. Removing any copyright, trademark or other proprietary rights notices contained in or on the Services; or
20. 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 are granted a limited, non-exclusive right to create a text hyperlink to the Services for non-commercial use only, provided such link does not portray Bunjo or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. You are further granted a right to implement any RSS feeds located on the Services for your personal, non-commercial use, solely as described on the Services. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause.

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 Bunjo may recommend the equipment or materials of certain third party suppliers, Bunjo 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 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 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 Content you post on or through the Services.

## **Interactions with other Bunjo Members**

The Services function as a venue to connect users in order to undertake recreational and fitness related activities. As a neutral facilitator, Bunjo is not directly involved in the actual interactions between users using the Services. As a result, Bunjo has no control over the truth, accuracy, quality, legality, or safety of postings made by users using the Services. Bunjo shall have no responsibility to confirm the identity of other users. Bunjo shall also have no responsibility to confirm or verify the qualifications, background, or abilities of users using the Services. You shall at all time exercise common sense and good judgment when dealing with any user using the Services and take full responsibility for any safety required when meeting new users and undertaking fitness related activities. Any injury or threat the wellbeing is under no circumstance the responsibility of Bunjo. All care and responsibility must be taken by users to ensure their safety.

## **Professional and Verified Trainers**

If you are a professional trainer, Bunjo may choose to verify your Bunjo account and place a badge on your profile indicating your professional status. Verified professional trainers on Bunjo will be promoted higher in search results to promote quality trainers and gyms. We expect all users to exercise great community standards and abide by laws in their local area and code of conduct as listed in these Terms of Service. We reserve the right to remove your verified status and badge, as well as cease your subscription, at any time.

## **Third Parties**

Third party products and services made available on the Services 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 Bunjo. 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 BUNJO 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.**

Bunjo or third parties may provide links to other internet sites or resources through the Services. Bunjo does not endorse and is not responsible or liable for any content, information, advertising, products or other materials on or available from such sites or resources. You

acknowledge and agree that Bunjo is not responsible for the availability of such external sites or resources.

## **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 athletes and/or Bunjo. You agree to use communication methods available on the Services only to send communications and materials related to the subject matter for which Bunjo provided the communication method, and you further agree that all such communications by you shall be deemed your 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). By using communications methods available on the Services, you agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by Bunjo (unless expressly stated otherwise by Bunjo) and (c) communications are not routinely pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Bunjo in any manner, though Bunjo reserves the right to do so at any time at its sole discretion. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

## **Proprietary Rights**

You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), any aggregated data based on Content on the Services, and any Content available or made available on the Services contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Bunjo or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, the software or Content available on the Services (other than Content that you may submit), in whole or in part.

Bunjo grants you a personal, revocable, non-transferable, non-sublicensable and non-exclusive right and license to access and use the Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services, except where permitted by law. You agree not to access the Services by any means other than through the interfaces that are provided by Bunjo.

The term BUNJO, the Bunjo logo and other Bunjo logos and product and service names are the exclusive trademarks of, and are owned by, Bunjo, Inc., and you may not use or display such trademarks in any manner without Bunjo's prior written permission. Any third party



trademarks or service marks displayed on the Services are the property of their respective owners.

Bunjo reserves all rights not expressly granted hereunder.

## **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 Bunjo 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 Bunjo any Feedback that you do not wish to license to us as set forth above.

## **Disclaimer of Warranties and Liability**

THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND CONTENT AVAILABLE THROUGH THE SERVICES ARE PROVIDED TO YOU “AS IS” AND WITHOUT WARRANTY. BUNJO 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. BUNJO AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO WARRANTY THAT: (a) THE SERVICE WILL MEET YOUR REQUIREMENTS; (b) YOUR 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.

YOU EXPRESSLY AGREE THAT BUNJO 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 000 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 BUNJO.

YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, CYCLING, RUNNING, OR FOLLOWING A BUNJO TRAINING PLAN OFFERED ON THE SERVICES AND ACCESSING PHYSICAL EXERCISE ACTIVITIES WITH OTHER USERS ON THE BUNJO APP) 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 BUNJO OR BY THE ACTION, INACTION OR NEGLIGENCE OF OTHERS.

YOU EXPRESSLY AGREE THAT BUNJO 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 ANY BUNJO USER.

YOU EXPRESSLY AGREE TO RELEASE BUNJO, 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 BUNJO WEBSITES, MOBILE APPLICATIONS, CONTENT, SERVICES OR PRODUCTS (INCLUDING, WITHOUT LIMITATION, ANY BUNJO TRAINING PLAN OR ACTIVITY ACCESSED THROUGH BUNJO'S SERVICES), 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 BUNJO (INCLUDING, WITHOUT LIMITATION, ANY BUNJO 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 BUNJO HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BUNJO DOES NOT ENDORSE YOUR CONTENT OR ANY OTHER ATHLETE'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.

## **Indemnity**

You agree to indemnify and hold BUNJO 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 BUNJO'S 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 BUNJO 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.

## **Australian Operation**

This Services are controlled by Bunjo from its offices within Australia. Bunjo makes no representation that the Content or the Services are appropriate or available for use in other locations. Access to or use of the Content or the Services from territories where such access or use is illegal is prohibited. Those who choose to access the Services from locations outside of Australia do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of Australian export laws and regulations.

## **Termination**

You agree that Bunjo may, under certain serious circumstances and without prior notice, immediately suspend or terminate your account and/or access to the Services. Cause for such suspension or 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 suspensions or terminations for cause shall be made in Bunjo's sole discretion and that Bunjo shall not be

liable to you or any third party for any suspension or termination of your account or access to the Services. The following Sections shall survive termination of your account and/or the Terms: Content and Conduct, Clubs, Proprietary Rights, Your Feedback, Disclaimer of Warranties and Liability, Indemnity, Choice of Law and Forum, and General.

## **General**

You agree that no joint venture, partnership, joint controllership, employment or agency relationship exists between you and Bunjo as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and Bunjo with respect to your use of the Services. The failure of Bunjo to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Bunjo. Bunjo has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Services. Bunjo's notice to you via email, regular mail or notices, posts, or links on the Services shall constitute acceptable notice to you under the Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. 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.

## **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. Bunjo reserves the right to update the Terms at any time and for any reason in its sole discretion. Bunjo 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.

Bunjo 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. Bunjo 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 Bunjo shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

