

RUGGED CYCLES WEBSITE TERMS OF SERVICE

We welcome you to the Rugged Cycles websites, including MaroonBikeShare and the other websites that display these Rugged Cycles Website Terms of Service (collectively, the “Website”). The Website is owned by PlantBikes, LLC dba Rugged Cycles or MaroonBikes. PLEASE READ VERY CAREFULLY THE FOLLOWING TERMS OF SERVICE FOR USE OF THE WEBSITE.

1. Acceptance of Terms.

These Terms of Service form an Agreement (the “Agreement”) which are legally binding terms for your use of Website. By using our Website, you agree to be bound by this Agreement and all applicable laws and regulations with regard to your use of the Website, whether you are a “Visitor” (which means that you simply browse our Website) or you are a “Member” which means that you have registered as a Member of this Website and obtained an “Account” which permits you to set up your “Member Profile.” IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THIS WEBSITE.

2. Changes to Terms.

We may modify this Agreement from time to time, and such modification will be effective upon its posting on our Website or any other website or location through which you are able to access our Website. You agree to be bound by any modification to this Agreement when you use the Website after any such modification is posted; it is therefore important that you review this Agreement regularly. If you have an Account, we will attempt to notify you by email when we update the terms of this Agreement.

3. Bicycle Rental Agreement.

If you wish to rent bicycles through our system of proprietary stations in your area, you are required to review and accept the User Agreement which you can access at any time by clicking on the link identified as “User Agreement” at the bottom of any page on the Website.

4. Member Account, Password and Security.

You must be at least 18 to become a Member of our Website. If you register to become a Member, you will be required to choose a password and user name, and you may be asked for additional information regarding your Account, such as your email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration form (the “Registration Data”) and maintain and promptly update your Registration Data to keep it true, accurate, current, and complete. For safety reasons, we recommend that your user name should not contain your last name (in addition, rather than your actual first name, you may want to consider using a word or term with meaning to you). You

are responsible for maintaining the confidentiality of the password and account information, and are fully responsible for all activities that occur under your password and Account. You are required to (a) immediately notify MaroonBikes (email info@maroonbikes.com) of any unauthorized use of your password, account, or any other breach of security, and (b) ensure that you log out from your account at the end of each session. MaroonBikes will not be liable for any loss or damage arising from your failure to comply with this paragraph. Use of and registration for the Website are void where prohibited.

5. Leader Board.

When you register for the Website, we will give you the option to permit us to display your user name on the Website's "Leader Board." The Leader Board displays publicly visible statistics of some individual Members relating to the Member's use of the Service. If you choose to permit us to display your user name on the Leader Board, we may post your user name and statistics such as number of miles ridden, calories burned, etc. Nothing in this Section will require us to include any information about you in the Leader Board. The Leader Board is an entertainment feature of the Website. Although we will strive to track and display information about Members in the Leader Board accurately, we will not be liable for any errors or inaccuracies in the Member statistics displayed on the Leader Board.

6. Your Interactions With Other Members.

You acknowledge that we have no screening policy, and that anyone who registers to become a Member will become a Member without any review or approval by us. You are solely responsible for your interactions with other Members that occur as a result of the Website, whether online or off-line, and any communications with other individuals through or as a result of the Website are at your own risk. We disclaim all liability for any actions of other Members. Please use your discretion when deciding whether to send any of your personal information to another Member.

7. Prohibited Conduct.

You agree not to use the Website to post or otherwise transmit information, data, text, software, music, sound, photographs, graphics, video, messages, tags, or other materials ("Content") that:

- is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or offensive subject matter;
- solicits personal information from anyone under the age of eighteen (18);

- provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own (and we advise you not to post your own and to communicate such information in private messages to other Members only at your own risk);
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- violates any intellectual property or other proprietary right of any third party (including without limitation Content that promotes or links to an illegal or unauthorized copy of another person's copyrighted work or provides information to circumvent copy-protect devices);
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," "phishing," or "spamming";
- contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other Members;
- involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- includes a photograph of another person that you have posted without that person's consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or
- contains a virus or other harmful component.

In addition, any unauthorized modification, tampering or change of any information, or any interference with the availability of or access to the Website is strictly prohibited. You may not attempt to override or circumvent any security components and usage rules of the Website. You are prohibited from engaging in any hacking, cracking, or other means of obtaining access to any Member's account information or other data or communications not intended for you. We reserve all rights and remedies available to us, and we will not hesitate to pursue all available legal actions in response to violations of this Agreement.

8. Responsibility for Content.

You, and not MaroonBikes, are entirely responsible for any Content that you may upload, post, email, transmit, or otherwise make available via the Website. MaroonBikes does not control the Content posted on or in conjunction with the Website and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Website, you may be exposed to Content that you

deem offensive, indecent, or objectionable. Under no circumstances will MaroonBikes 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 Website.

9. Rejection/Removal of Content.

You acknowledge that MaroonBikes does not pre-screen or review Member Profiles or other Content posted on our Website. However, MaroonBikes will have the right, but not the obligation, in its sole discretion, and for any reason, to pre-screen, edit, refuse, or remove any Content or portion thereof that is available on the Website.

10. Termination of Account or Access.

MaroonBikes has the right in its sole discretion to restrict, suspend, or terminate your Account, or your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability. You may choose to terminate your membership at any time by notifying us by email at info@maroonbikes.com. You agree to allow us sufficiently reasonable time to process termination requests. You understand that termination of your membership is your sole right and remedy with respect to any dispute with MaroonBikes. Following the cancellation or termination of your membership by you or by MaroonBikes for any reason, MaroonBikes will have no further obligation to save your Member Profile, communications via the Website or any of your settings, information, or Content you have posted on or transmitted through the Website. You specifically agree that we have the right to delete any personal information or other Content immediately following termination of your Account.

11. Objectionable Content and Abuse.

If you become aware of misuse of the Website by any person, if you find any Content on the Website that you feel is objectionable, or if you feel that any Member has violated the terms of this Agreement in any manner, you agree to contact MaroonBikes (email: info@maroonbikes.com). You agree to include a description of the misuse of the Website or the objectionable Content or activity (along with the URL or a copy of the Content if possible) in your email. You agree that MaroonBikes has no obligation to take any action whatsoever in response to any such notice, and the receipt of any such notice will not be deemed to create any duty or liability on the part of MaroonBikes.

12. Preservation/Disclosure.

You acknowledge, consent and agree that MaroonBikes may access, preserve and disclose your Account information and Content if required to do so by law or in a good faith belief that such access, preservation

or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of MaroonBikes, its Members and the public. Otherwise under no other circumstances will MaroonBikes intentionally disclose your account information to any third party.

13. Non-commercial Use.

The Website may not be used in connection with any commercial purposes, except as specifically approved by MaroonBikes. You may link to the home page of our Website, but any unauthorized framing of or linking to our Website, or any Content therein, is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from your Member Profile without notice and may result in termination of membership privileges.

14. Ownership of Content.

MaroonBikes does not claim ownership rights in any Content you post on or transmit through the Website. Subject to the non-exclusive license contained in the following paragraph, as between MaroonBikes and you, you will retain all intellectual property rights that you may have in any Content that you post on or transmit through the Website.

15. License to Your Content.

In order to be able to offer you the use of our Website, you agree to grant a license to Rugged Cycles to use and distribute your Content. This enables us to permit other Visitors to the Website and Members to view and share your Content, and to display your Content in other places within the Website. Accordingly, by posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "posting") any Content on or through our Website, you hereby grant to MaroonBikes a non-exclusive (meaning you can license the Content to other parties as well), fully-paid, royalty-free, irrevocable, perpetual, worldwide license (including the right to sublicense) for the duration of copyright in your Content, to use, copy, modify, adapt, translate, create derivative works, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through our Website, in print, or in any other format or media now known or hereafter invented, without any obligation of notification, compensation, attribution or consent. If you wish to remove any Content from the Website, your ability to do so may depend on the type of Content, the location and manner of posting, and other factors. You may contact us at email: info@maroonbikes.com to request the removal of certain Content you have posted, but MaroonBikes has no obligation to remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. In any case, a back-up or residual copy of any Content posted by you may remain on MaroonBikes's servers after the Content appears to have been removed from our Websites, and MaroonBikes retains all rights granted in this paragraph to all such remaining copies. You

represent and warrant that: (i) you own all right, title and interest in all Content posted by you on or through our Website, or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through our Website does not violate the privacy rights, publicity rights, copyrights, trademarks, patents, trade secrets, contract rights, confidentiality, any other rights of any third party, or any terms of this Agreement.

16. MaroonBikes and Third Party Content.

Our Website contains Content of MaroonBikes ("MaroonBikes Content"), and Content of third party licensors to MaroonBikes (including content provided by you and other users of our Website, as described above), which is protected by copyright, trademark, patent, trade secret and other laws. MaroonBikes owns and retains all rights, title and interest in the MaroonBikes Content. MaroonBikes hereby grants to you a limited, revocable, non-sublicensable license to reproduce and display a single copy of the MaroonBikes Content and any third party Content located on or available through our Website (excluding any software code therein) solely for your personal, non-commercial use in connection with viewing our Website and using the features that appear on the Website. Except for Content posted by you, you may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, make available, or sell any Content appearing on or through our Website.

17. Other Sites.

Our Website may contain links to other sites owned by third parties (i.e. advertisers, affiliate partners, strategic partners, or others). We are not responsible for examining or evaluating, and we do not warrant the products or offerings of, any of these businesses or individuals, or the accuracy of the content of their websites. MaroonBikes does not assume any responsibility or liability for the actions, product, and content of any such websites. Before you use any third party website, you should review the applicable terms of use and policies for such websites. The inclusion of a link in any of our Websites does not imply MaroonBikes endorsement of such third party website. If you decide to access any such linked websites, you do so at your own risk.

18. International Use.

Due to the global nature of the Internet, you agree to comply with all laws, ordinances, and local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data or personal information exported from the United States or the country in which you reside.

19. Privacy Policy.

Please review our Privacy Policy to learn what personal information we collect through this Website, how we use and share the personal information we collect, and some of the steps we take to protect your privacy. Our Privacy Policy is part of these Terms of Service. By agreeing to these Terms of Service, you are also consenting to the collection, use and disclosure of your personal information in accordance with our Privacy Policy. You can access the Terms of Service and the Privacy Policy at any time by clicking on the links for these documents at the bottom of any page on the Website.

20. Copyright and Intellectual Property Policy.

MaroonBikes has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on our Website. MaroonBikes reserves the right in its sole discretion to immediately suspend and/or terminate access to our Website by any user who is alleged to have infringed on the intellectual property rights of MaroonBikes or of a third party, or otherwise violated any intellectual property laws or regulations. MaroonBikes policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want MaroonBikes to delete, edit, or disable the material in question, you must provide MaroonBikes with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed 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 MaroonBikes to locate the material; (d) information reasonably sufficient to permit MaroonBikes to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement 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; and (f) 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 owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to MaroonBikes either (email: info@maroonbikes.com), or by U.S. certified mail, return receipt requested, to our designated agent for notification of infringement, Carey Locke, General Counsel, Davis Hutchinson and Wilkerson, 802 N Caranchua, Suite 1270, Corpus Christi, Texas 78401.

21. Term and Termination.

This Agreement will remain in full force and effect for so long as it is accessible through the Website. If you wish to terminate your membership, please email: info@maroonbikes.com. Rugged Cycles reserves the right to terminate your Account or your access to our Website immediately, with or without notice to you, and without liability to you, if MaroonBikes believes that you have breached any of the terms of this Agreement, furnished MaroonBikes with false or misleading information, or interfered with use of the Website by others.

22. Disclaimer of Warranties.

You expressly understand and agree that:

YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. RUGGED CYCLES AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS INCLUDING, WITHOUT LIMITATION, MAROONBIKESHARE (THE "RUGGED CYCLES PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE WEBSITE, AND ANY THIRD PARTY WEBSITES WITH WHICH THEY ARE LINKED.

THE RUGGED CYCLES PARTIES MAKE NO WARRANTY: (I) THAT THE WEBSITE OR THE FEATURES OFFERED ON THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES); (II) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; AND (III) THE QUALITY OF THE BICYCLES, CONTENT, PRODUCTS, SERVICES, INFORMATION OR ANY MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

23. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS IN NO EVENT WILL THE RUGGED CYCLES PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF THE WEBSITE, OR ANY WEBSITE WITH WHICH THEY ARE LINKED, EVEN IF RUGGED CYCLES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, RUGGED CYCLES'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO RUGGED CYCLES IN CONJUNCTION WITH THE WEBSITE. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or

consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

24. Indemnity.

You agree to indemnify, defend, and hold harmless the Rugged Cycles Parties from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from or relating to your breach of the terms of this Agreement or your use of the Website. MaroonBikes will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

25. Additional Terms.

We may also require you to follow additional rules, guidelines or other conditions (“Additional Terms”) in order to participate in certain promotions or activities available through our Website, to obtain certain premium Content through our Website, or for other reasons. These Additional Terms will be posted on the relevant portions of our Website or on the portions of our Website that describe the specific promotions, Content, or activities. These Additional Terms are part of this Agreement, and you agree to comply with them when you participate in those promotions, purchase items from our online stores, or otherwise engage in activities governed by such Additional Terms.

26. Modification and Discontinuation.

We reserve the right at any time to modify, edit, delete, suspend or discontinue, temporarily or permanently our Website (or any portion thereof) with or without notice. You agree that we will not be liable to you or to any third party for any such modification, editing, deletion, suspension or discontinuance of the Website.

27. Entire Agreement.

This Agreement, together with any other terms or policies referenced herein (including without limitation the Privacy Policy and Additional Terms), constitutes the entire agreement between you and Rugged Cycles / MaroonBikes and governs your use of the Website, superseding any prior agreements between you and Rugged Cycles / MaroonBikes with respect to the Website.

28. Choice of Law and Forum.

This Agreement and the relationship between you and Rugged Cycles will be governed by the laws of the State of Texas without regard to its conflict of law provisions. You and Rugged Cycles agree to submit to the personal and exclusive jurisdiction of the courts located within Bryan or College Station, Texas.

29. Waiver and Severability of Terms.

The failure of Rugged Cycles to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement 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 this Agreement remain in full force and effect.

30. Limitation on Actions.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Websites or this Agreement must be filed within 1 year after such claim or cause of action arose or be forever barred.

31. Questions.

If you have any questions regarding this Agreement, please contact us via email: info@maroonbikes.com

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