

# ROADGRANDTOURS INC.

## Terms of Service

Last Updated: [May 16, 2018]

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED ONLINE AS PART OF THE ACCOUNT REGISTRATION PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING YOUR USE OF THE ROADGRANDTOURS INC. (THE "COMPANY" OR "ROADGRANDTOURS") PROPRIETARY VIRTUAL CYCLING PROGRAM (THE "GAME"), INCLUDING BUT NOT LIMITED TO THE USE OF SOFTWARE COMPONENTS ON A HOSTED OR DOWNLOADED BASIS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "CANCEL" BUTTON, AND YOU MAY NOT USE THE GAME.

### Welcome

Subject to the terms of this Agreement, ROADGRANDTOURS will provide you with use of the Game. Your registration for, and/or use of, the Game shall be deemed to be your agreement to abide by this Agreement including any materials available on the ROADGRANDTOURS website incorporated by reference herein. For reference, a Definitions section is included at the end of this Agreement. ROADGRANDTOURS may offer multiple products and editions of its services. This Agreement governs all products and services offered by ROADGRANDTOURS, including all versions of the Game, unless otherwise notified by ROADGRANDTOURS.

### 1. Privacy & Security; Disclosure

ROADGRANDTOURS' privacy policy may be viewed online on the ROADGRANDTOURS website (the "Site"). ROADGRANDTOURS reserves the right to modify its privacy policy in its reasonable discretion from time to time. The information you submit in connection with your registration for an account (the "Account Registration Information") will be treated in accordance with the ROADGRANDTOURS privacy policy. The Game may include certain communications from ROADGRANDTOURS, including administrative messages, which are required in connection with the Game and you will not be able to opt out of receiving them. However, if you do not wish to receive marketing or promotional material from us, you can indicate your preference by clicking a link to unsubscribe contained in such communications.

### 2. License Grant & Restrictions

Except as otherwise specifically set forth below, for the purposes of allowing you to evaluate the suitability of the Game and enabling you to test the Game and provide feedback to ROADGRANDTOURS (collectively, the "Purpose"), ROADGRANDTOURS hereby grants you a non-exclusive, non-transferable, limited, revocable, worldwide right to use the Game, solely for the Purpose, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by ROADGRANDTOURS and its licensors. You may not access the Game for purposes of monitoring its availability, performance or functionality, or for any other benchmarking, reverse engineering, or other competitive purposes. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make

available to any third party the Game in any way; (ii) modify or make derivative works based upon the Game; (iii) embed the Game as a frame from within another application; or (iv) reverse engineer or access the Game in order to (a) build a competitive product or service or (b) build a product using ideas, features, functions or graphics that are similar to those related to the Game. The proper assignment of username and passwords for the Game and adherence to all terms of this Agreement are your sole responsibility. You are responsible for maintaining the confidentiality of your usernames, passwords and accounts. Usernames and passwords may not be shared by more than one individual, and may not be transferred from one individual to another unless the original User no longer requires, and is no longer permitted, access to the Game.

You may use the Game only for the Purpose and shall not: (i) utilize or allow the Game to be utilized with any cloud rendering service; (ii) interfere with or disrupt the integrity or performance of the Game or the data contained therein, or ROADGRANDTOURS' sites, servers or networks; (iii) bypass or breach any security device or protection used for or contained in the Game; (iv) use the Game in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (v) remove, delete, efface, alter, obscure, translate, combine, supplement or otherwise change any trademarks, terms of the Game, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks or serial numbers on or relating to any copy of the Game; or (vi) use the Game other than for the Purpose or in any manner or for any purpose or application not expressly permitted by this Agreement. ROADGRANDTOURS shall be entitled to adjust the scope of the Game and the underlying technical infrastructure to reflect the continuing development of the Game and technical advances.

### **3. Your Responsibilities**

You are responsible for all activity occurring under your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Game, including those related to data privacy, international communications and the transmission of technical or personal data. You shall: (i) notify ROADGRANDTOURS immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) not provide false identity or other information to gain access to or use the Game; (iii) not use the Game to defame, abuse, harass, threaten or otherwise violate the legal right of others; (iv) not publish, post, upload, email, distribute or disseminate any defamatory, misleading, infringing or unlawful content; and (v) not collect, store or transmit personal information about individuals or any information that is subject to applicable privacy laws or regulations.

You are solely responsible for all text, logos, images and video, if any ("User Content"), you provide to ROADGRANDTOURS in connection with your use of the Game. ROADGRANDTOURS does not own any User Content provided by you hereunder, provided that you hereby grant ROADGRANDTOURS a worldwide, royalty-free, non-exclusive right to use, reproduce, create derivative works of, distribute, perform, transmit and publish your User Content for the sole purpose of providing you with the Game.

You agree to promptly notify ROADGRANDTOURS of any problems or issues you encounter with respect to the Game.

### **4. Account Registration Information and User Content**

You are responsible for submitting all User Content to the Game. You hereby grant ROADGRANDTOURS a worldwide, royalty-free, non-exclusive right to use, reproduce, create

derivative works of, distribute, perform, transmit and publish your User Content for the sole purposes of processing your User Content in connection with providing the Game to you and enhancing the further development of the Game. ROADGRANDTOURS reserves the right to use your User Content and Account Registration Information in order to compile, analyze and disclose to third parties aggregated metrics, data and trends related to the use of its offerings as long as such metrics, data and trends do not contain uniquely identifiable personal information. You, not ROADGRANDTOURS, shall have sole responsibility for the accuracy, quality, integrity, legality, appropriateness, and intellectual property ownership or right to use all User Content and Account Registration Information, and ROADGRANDTOURS shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store same. ROADGRANDTOURS does not control or monitor the User Content that you upload, post, transmit or otherwise make available via the Game. Unless a feature of the Game expressly provides for a privacy election, ROADGRANDTOURS does not guarantee the privacy of any such User Content and you should assume that all such User Content is being made public to other Users of the Game, including those to whom the User Content is not specifically intended or directed. Under no circumstances will ROADGRANDTOURS be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, transmitted or otherwise made available on the Game. Use of the Game is subject to existing laws and legal processes. Nothing contained in this Agreement will limit ROADGRANDTOURS' right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Game, which may include disclosing your Account Registration Information and User Content to the applicable authorities.

#### **5. Intellectual Property Ownership**

ROADGRANDTOURS alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Game and any derivatives, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Game, and any aggregated metrics, data and trends compiled by ROADGRANDTOURS. The ROADGRANDTOURS name, the ROADGRANDTOURS logo, and the product and service names associated with the Game are trademarks of ROADGRANDTOURS or third parties, and no right or license is granted to use them hereunder. The Site may include trademarks, service marks or logos of third parties, all of which are the property of their respective owners. In addition, all content published on the Site belongs to ROADGRANDTOURS and/or its licensors under applicable copyright law.

#### **6. Third Party Interactions**

During use of the Game, you may enter into correspondence with, or purchase or sign up to receive goods and/or services from, a third party, or you may participate in promotions of advertisers or sponsors showing their goods and/or services through the Game. Any such activity, and any terms, conditions, warranties or representations associated with such activity, are solely between you and the applicable third party. ROADGRANDTOURS and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party, including any termination by such third party of their provision of goods or services to you. ROADGRANDTOURS does not endorse any sites on the Internet that are linked through the Game and does not endorse any third party goods or services that are made available to you as a result of your use of the Game. ROADGRANDTOURS provides these links to you only as a matter of convenience, and in no event shall ROADGRANDTOURS or its licensors be responsible for any content, products, or other materials on or available from such sites.

ROADGRANDTOURS provides the Game to you pursuant to the terms and conditions of this Agreement.

## **7. Suspension, Updates**

In addition to any other rights granted to ROADGRANDTOURS herein, ROADGRANDTOURS reserves the right to suspend or terminate this Agreement and your access to the Game at any time. ROADGRANDTOURS reserves the right to suspend, terminate, modify or delete User accounts at any time without notice to you.

ROADGRANDTOURS reserves the right to upgrade the Game at any time, and may require you to download and install updates and upgrades to the Game to your computer or device. Your usage rights are limited as above, and your possession of multiple copies of medium (or multiple downloads) does not increase your usage rights. If the Game is an upgrade of one of our Games, you may use that upgraded Game only in accordance with this Agreement.

## **8. Survival**

This Agreement commences on the Start Date. You agree and acknowledge that ROADGRANDTOURS has no obligation to retain your Account Registration Information or User Content, and may delete such Account Registration Information or User Content at any time. Upon any termination of this Agreement, your rights to use the Game shall immediately terminate. The following sections shall survive any expiration or termination of this Agreement: 1, 3, 4, 5, and 8 – 20.

## **9. Representations & Warranties**

You represent and warrant that you have the legal power and authority to enter into this Agreement. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the Game and that you are an individual who is at least 18 years of age.

ROADGRANDTOURS' sole obligations under this Agreement are to use commercially reasonable efforts to provide the Game on the terms and conditions set forth herein.

## **10. Disclaimer of Warranties**

THE GAME AND ANY SOFTWARE, DOCUMENTATION, INFORMATION, MATERIALS AND OTHER SERVICES PROVIDED OR MADE AVAILABLE BY ROADGRANDTOURS TO YOU HEREUNDER ARE PROVIDED "AS IS." ROADGRANDTOURS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, ROADGRANDTOURS MAKES NO WARRANTY OF ANY KIND THAT THE GAME, ANY DOCUMENTATION, OR ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY OTHER SOFTWARE OR HARDWARE), OR ANY SERVICES OR RESULTS OF THE USE OF ANY OF THEM, PROVIDED BY ROADGRANDTOURS OR ANY THIRD PARTY HEREUNDER, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR-FREE. ALL THIRD-PARTY

MATERIALS, INCLUDING THIRD-PARTY HARDWARE, SOFTWARE AND EQUIPMENT, ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS. YOU ACKNOWLEDGE THAT THERE ARE RISKS INHERENT IN DOWNLOADING CONTENT THAT COULD RESULT IN THE LOSS OF YOUR DATA. YOU ALONE SHALL BEAR THE RISK AND SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTERS OR OTHER DEVICES OR LOSS OF DATA THAT RESULTS FROM USE OF THE GAME OR ANY MATERIALS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ROADGRANDTOURS OR THROUGH OR FROM USE OF THE GAME SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU UNDERSTAND THAT THE GAME IS INTENDED TO BE USED IN CONNECTION WITH ATHLETIC AND FITNESS ACTIVITIES (INCLUDING, BUT NOT LIMITED TO, CYCLING AND OTHER RIGOROUS SPORTS). YOU EXPRESSLY AGREE THAT ENGAGING IN ATHLETIC OR FITNESS ACTIVITIES IN CONNECTION WITH USING THE GAME 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 US OR A LICENSOR PARTY (AS DEFINED BELOW). PLEASE CONSULT WITH YOUR PHYSICIAN BEFORE USING THE GAME IN CONNECTION WITH ANY ATHLETIC AND FITNESS ACTIVITIES. YOU UNDERSTAND THAT THE USE OF THE GAME MAY REQUIRE YOU TO USE, POSSESS, AND/OR PURCHASE THIRD-PARTY EQUIPMENT OR MATERIALS (E.G. A BICYCLE TRAINER). ROADGRANDTOURS SHALL HAVE NO LIABILITY FOR YOUR ACQUISITION OR USE OF ANY THIRD-PARTY EQUIPMENT OR MATERIALS, AND ROADGRANDTOURS DOES NOT GUARANTEE THAT THIRD-PARTY EQUIPMENT OR MATERIALS WILL FUNCTION WITH THE GAME OR WILL BE ERROR-FREE.

#### **11. Indemnification**

You agree to indemnify and hold ROADGRANDTOURS, and its affiliates, licensors, service providers and suppliers, and their respective shareholders, officers, directors, employees, members, agents, and representatives, and their respective successors, assigns, heirs and estates (collectively, the "Licensor Parties") harmless against any damages, costs or expenses, including attorneys' fees, arising out of your improper use of the Game, including without limitation the use by others of the Game under your login credentials, or any other breach by you of any provision of this Agreement.

#### **12. Exclusion of Damages**

YOU AGREE THAT UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL ROADGRANDTOURS OR ANY OTHER LICENSOR PARTY BE LIABLE TO YOU OR YOUR SUCCESSORS, ASSIGNS, HEIRS, OR ESTATE, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY (A) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES OR PROFITS, (B) LOSS OF GOODWILL OR REPUTATION, (C) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY SOFTWARE, (D) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, (E) COST OF REPLACEMENT GOODS OR SERVICES, OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR

DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY OR DEATH, EVEN IF ANY LICENSOR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

### **13. Limitation of Liability**

IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF THE LICENSOR PARTIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED \$100. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

### **14. Additional Rights**

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

### **15. Local Laws and Export Control**

The Game provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of other applicable countries. You acknowledge and agree that the Game shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States or any other applicable country maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Game, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S. and other applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. ROADGRANDTOURS and its licensors make no representation that the Game is appropriate or available for use in other locations. If you use the Game from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

### **16. Notice**

ROADGRANDTOURS may give notice by means of a general electronic mail to your email address on record in ROADGRANDTOURS' account information, or by written communication sent by first class mail or pre-paid post to your address on record in ROADGRANDTOURS' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by

email). You may give notice to ROADGRANDTOURS (such notice shall be deemed given when received by ROADGRANDTOURS) at any time by any of the following: letter to ROADGRANDTOURS delivered by nationally recognized overnight delivery service or first class postage prepaid mail to ROADGRANDTOURS, in either case, addressed to the attention of: President.

### **17. Modification to Terms**

ROADGRANDTOURS reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Game at any time, effective upon posting of an updated version of this Agreement on the Game. You are responsible for regularly reviewing this Agreement. Continued use of the Game after any such changes shall constitute your consent to such changes.

### **18. Assignment; Change in Control**

This Agreement may not be assigned by you without the prior written approval of ROADGRANDTOURS but may be assigned without your consent by ROADGRANDTOURS to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger, consolidation, stock sale or similar. Any purported assignment in violation of this section shall be void.

### **19. General**

This Agreement shall be governed by the laws of the State of Delaware and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Game shall be subject to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts. No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between you and ROADGRANDTOURS as a result of this Agreement or use of the Game. The failure of ROADGRANDTOURS to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by ROADGRANDTOURS in writing. This Agreement comprises the entire agreement between you and ROADGRANDTOURS and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. In the event that any of your Users are contractors to your organization, you agree that such contractors shall be required by written agreement to comply with all applicable restrictions set forth in this Agreement, and you shall be fully liable for and indemnify ROADGRANDTOURS with respect to any failure of any contractor to so comply.

### **20. Definitions**

As used in this Agreement now or hereafter associated herewith:

“Start Date” means the date this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed;

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights,

know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

“User(s)” means your employees, representatives, consultants, contractors or agents who are authorized to use the Game and have been supplied user identifications and passwords by you (or by ROADGRANDTOURS at your request).

**Questions or Additional Information**

If you have questions regarding this Agreement or wish to obtain additional information, please send an email to [support@roadgrandtours.com](mailto:support@roadgrandtours.com)