



## **Mybiketeam.com - Agreement on Terms of Use** translated text unofficial

Welcome mybiketeam.com, thank you for choosing to use our services.

Below we have listed important legal terms that apply to all those who visit our website and use the services offered.

Our services are designed to allow teams or cycling groups around the world to create quickly and easily your own web page, however, without experts pc or inspired designer. We provide our users with tools and functions for creating and publishing websites breathtaking, news, galleries, media players, mobile applications and other applications to use to achieve their web content. The domain name and the brand www.mybiketeam.com mybiketeam are recorded by the company MBT, based in Orsenigo, Square Flyer No. 2 - Italy. For any information needed please contact MBT to the email info@mybiketeam.com and pecmbt@pec.it. VAT number of MBT is 03612630131

Tariffs on services rendered by mybiketeam are on the pages of the website www.mybiketeam.com to which we refer.

### **1. General and acceptance**

USING AND / OR VISITING THE WEBSITE WWW.MYBIKETEAM.COM AND / OR ANY OF WWW subsite. MYBIKETEAM.COM (defined below; collectively, including all Content available through the domain name mybiketeam.com and / or any names as subdomains www.mobile.mybiketeam.com, the "Website mybiketeam.com", or "Website"), owned and operated exclusively by MBT and USING ANY OF THE SERVICES PROVIDED ON THE WEBSITE (defined below) AGREE TO THESE TERMS AND CONDITIONS (the "Terms of Use" or "Agreement") AND THE TERMS AND CONDITIONS THE PRIVACY POLICY MYBIKETEAM.COM, www.mybiketeam.com PUBLISHED ON HERE AND INCORPORATED BY REFERENCE. If you do not agree with any of these terms, do not use the Website mybiketeam.com. For the purposes of these Terms of Use, a "Subsite" of mybiketeam.com is considered any website included in the offer of services mybiketeam.com and referring to these Terms of Use, which govern the use of such sites. This Terms of Use Agreement sets out the legally binding terms for the use of the Services mybiketeam.com and applies to all users of the Website mybiketeam.com, including users who provide content and / or other materials or services on or through the Website. By using the Services mybiketeam.com agree to the terms of this Agreement. You are authorized to use the Services mybiketeam.com (regardless of your access or use is intended) only if you agree to comply with all applicable laws and to this Agreement. READ THIS AGREEMENT CAREFULLY and save. IF YOU DO NOT AGREE WITH THE INSTRUCTIONS, AND EXIT FROM THE WEBSITE MYBIKESITE.COM IMMEDIATELY STOP USING SERVICES mybiketeam.com. IF YOU WANT TO BECOME A MEMBER AND USE THE SERVICES mybiketeam.com, YOU MUST READ THIS AGREEMENT AND AGREE TO COMMUNICATE DURING THE REGISTRATION PROCEDURE. To participate in some Services mybiketeam.com you may be obliged to accept additional terms and conditions. Unless otherwise specified by the terms and conditions applicable to additional services mybiketeam.com who choose to participate, those additional terms are incorporated into this Agreement as an integral part thereof. Occasionally, mybiketeam.com may amend this Agreement, and such changes will take effect after publication of mybiketeam.com on the Website. You agree to comply with all the changes to this Agreement when you use the Services mybiketeam.com subsequently publish these changes. Therefore, it is important to review this Agreement regularly to be updated on any changes.

### **2. Eligibility**

Use and Subscription Services mybiketeam.com are void where prohibited. By using the Services mybiketeam.com represent and warrant that: (a) all information you provide for registration are true and accurate; (B) provvederai to maintain accurate said information; (C) you are at least 13 years; and (d) your use of the Services mybiketeam.com not violate any law or regulation. Your profile may be deleted and your Membership terminated without notice, if ever we believe that you are under 13 years old. Minors can not purchase premium services or Applications / undergoing upgrades (defined below). Therefore, by purchasing these services you acknowledge that you are 18 years old and have full legal capacity to complete such contractual action without further authorization or consent.

### **3. Services provided**

Subject to full compliance with the terms of this Agreement on the use, mybiketeam.com provide certain services as described in more detail on the Website ("Services"). The Services may include, but not limited to, training, designing, storing, managing, sharing and linking of media and / or document files (including, but not limited to text, user comments, messages, information, data, graphics, photographs, images, illustrations, animations, software, audio and video, collectively known as the "Content"). Keep in mind that part of the Services (or special features) can only be provided to users who subscribe to such services and mybiketeam.com may charge a fee for these services. The Services are provided by mybiketeam.com AS IS mybiketeam.com and assumes no liability for failure to provide the Services to Users. mybiketeam.com may modify, suspend or discontinue any or all of the Services or the Content for any reason, at any time, including the availability of features or the Content, in its sole discretion. Mybiketeam.com may also impose limits on all or any services or restrict your access to parts or all of the Service



without notice or liability. mybiketeam.com may charge fees for the use of the Services or any part thereof and may include advertisements or other commercial content in any product or image or webpage mybiketeam.com, including those created by users, unless otherwise specified. The Premium / undergoing upgrade provided by mybiketeam.com (as defined on the Website) are provided in accordance with the terms of this Agreement and regulatory provisions specific regulations and trade policies (including terms of cancellation, refund policy, etc..) explained in detail on the website, and such clauses regulations and policies, as subject to change over time, are incorporated herein by reference, and will be considered an integral part thereof.

#### **4. General undertakings**

We bear full responsibility for all your activities related to the use of the Website, including your conduct on the site and all the content that you submit, post or share through the Website. You may not use the Services for any purpose mybiketeam.com illegal or unauthorized. You will be responsible for ensuring that does not violate any laws of your jurisdiction, including, but not limited to, laws on copyright. You may not upload or transmit viruses, worms or other destructive code.

#### **5. The Website mybiketeam.com**

The Website mybiketeam.com may contain third party content and links to third-party websites that are not owned or controlled by mybiketeam. mybiketeam.com has no control over it, and assumes no responsibility for the content, privacy policies or practices or the content of third party websites or any of their contents. Also mybiketeam.com can not censor or edit the content of third party sites. By using the Web site expressly mybiketeam.com hold harmless from any and all liability arising from your use of any third-party website. Therefore, we encourage you to be aware when you leave the Website mybiketeam.com and read the terms and conditions and the privacy policy of any website you visit.

#### **6. Access to the Website**

A. mybiketeam.com, through this agreement, you authorize the use of the website as specified in these Terms of Use, provided that: (I) not modificherai any part of the Website except as reasonably necessary to use the Site web for its intended purpose and / or in a manner permitted by mybiketeam.com; and (ii) you will comply with the terms and conditions of these Terms of Use.  
B. In order to access some features of the Website, you must create an account. You can not use the account of another person without consent. When you create your account you must provide accurate and complete information. Are you the only responsible for the activity that occurs on your account and you are required to maintain protected password of your account. We bear the sole responsibility to keep your password secure. Mybiketeam.com must notify immediately of any breach of security or unauthorized use of your account. Although mybiketeam.com not be liable for losses resulting from any unauthorized use of your account, you may be liable for losses incurred by mybiketeam.com or other caused by said unauthorized use.

#### **7. Third Party Content**

A. Content connected third party: mybiketeam.com allows you to create links to images, animations, video, audio, fonts and other content hosted on third party sites (the "Linked Content"). As a registered user, your creation is saved by mybiketeam.com but is separate from the content offline, and the existence of your creation in mybiketeam.com not affect in any way the ability to view or use the Content Connected. If the Linked Content is no longer available or accessible to a user, such portions of your creation that reference the Linked Content will not operate. mybiketeam.com can provide its users with the ability to embed images, animations, video, audio, fonts and other content owned or provided by third parties in the content created with mybiketeam.com. In this case, the use of such third-party content will be subject to compliance with regulatory provisions of these Terms of use and also the terms of use / license agreement for the end user or the third party owner providing the content used. The terms for the use of any application from mybiketeam.com offer will be subject to specific terms set forth below in Section 10.

B. Third Party Content: mybiketeam.com could offer on its Web site (including the editor and / or the models offered to Members) content, such as images, fonts, graphics, protected by proprietary rights of third parties (" Third Party Content "). Accept and agree that mybiketeam.com shall have the right, at any time at its absolute discretion, to: (i) remove from the Website mybiketeam.com and / or disable access to Third Party Content; or (II) require you to immediately remove the content from a third party website or other web platform created and / or published by you on the Website mybiketeam.com ("Your content mybiketeam.com"). If you do not conformerai these instructions by not removing the Third Party Content from Your content mybiketeam.com within 24 hours of the notice that mybiketeam.com sent you, mybiketeam.com WILL HAVE THE RIGHT, IN ITS ABSOLUTE DISCRETION, TO DISABLE ACCESS TO YOUR CONTENT mybiketeam.com AND / OR DELETE IT, REJECTING ANY LIABILITY, AND YOU WILL NOT REQUEST A REFUND OF ANY AMOUNT PAID TO mybiketeam.com. For the avoidance of doubt, it should be noted that the provisions contained in the above section shall apply to any content provided to users on the website and which mybiketeam.



com required removal for any reason. You agree to: (I) do nothing to reverse engineer, decompile or disassemble the Third Party Content that allows users to download such Content; (II) do not make changes, or copy, distribute, display, sublicense, retransmit, reproduce, create derivative works from, transfer, sell or otherwise use the content of any third party, except as expressly permitted by mybiketeam.com; and (iii) use the Third Party Content in compliance with the restrictions set out on the Website, as well as periodically amended.

## **8. Share online through third party services**

mybiketeam.com allows you to share your creations and / or User Content (as defined below) through websites, blogs or email systems to third. When you share your creations through third party services not comprometti compliance with all regulatory provisions of this Agreement. You are also required to comply with the terms of all the facilities to guarantee share your creation.

## **9. Third-Party Services**

You are fully aware that mybiketeam.com shall have no liability whatsoever for third-party services used by you on or through your web content created with mybiketeam.com as payment services and e-commerce, and any use of such services third parties will fall under your responsibility. Take note also that the technical ability to connect to those services (such as the possibility of a button 'PayPal') is provided only as part of, but can not be held aimed at establishing responsibility on behalf of mybiketeam.com.

## **10. Application**

A. General: Using the Web-site (or in models provided by mybiketeam.com as part of the offer, mybiketeam.com can deliver applications and professional services to users of different types that can be used in combination or as a supplement Content of the web created by users ("Applications"). Applications can be provided and operated by mybiketeam.com or unaffiliated third parties to mybiketeam.com. The provider of each application is clearly identified on the website and, if the Application was incorporated into a model, is easily identified by the shippers. You agree that mybiketeam.com not responsible for an Application offer from any source outside mybiketeam.com.

In addition, some applications may be made available to users for free, while the use of other applications or some features of applications may be applicable. The purchase and / or use of applications are being offered only to users of mybiketeam.com. Therefore, if you are not a registered user mybiketeam.com mybiketeam.com or if your account is suspended, you can not buy or use the applications.

Applications can be made available to Members by mybiketeam.com as part of a model offered on the Website mybiketeam.com. In this case, the user who uses the model must be notified, in the manner prescribed by mybiketeam.com, the model includes an Application to any third party and that the use of the model could involve the purchase and Application / or the acceptance of the terms and conditions specified by the supplier of the Application.

B. Availability of Applications: mybiketeam.com shall have the right, in its sole discretion (including, without limitation, for breach of a legal agreement, legislation, regulation or policy) and without prior notice, to terminate permanently or temporary availability of an Application (or its features or components). You agree that, in such cases, mybiketeam.com shall have the right, as well as to terminate the supply of the Application, remove Remote Application to Your content mybiketeam.com (in its absolute discretion). In such a case, you can not bring forward any claim of any kind against mybiketeam.com, if the action were to result in a loss of data or other content.

C. Terms for the purchase of applications. The terms for the purchase of an Application are those established by the provider of the Application (mybiketeam.com or third party) and published on the Website mybiketeam.com. By purchasing and / or downloading an Application, you agree to be bound to respect the terms of the application. You also agree to be solely responsible for paying all the costs associated with the purchase of an Application provided for by the Terms of the application. You agree to use Applications only for the purposes permitted by (a) the terms of the application and (b) the rules and regulations.

D. Responsibility: I understand that, except for Applications offers and provides mybiketeam.com, all applications are offered "as is" and that mybiketeam.com will not be in any way responsible for the operation and / or availability an Application. The entity or person that provides an Application will have the sole and exclusive responsibility of availability, maintenance, bug fixes, support (including the route from the Application) and the correct operation of the Application. You agree that you are responsible, and mybiketeam.com exempt from any liability to you or any third party and / or an Application, any breach of its obligations under the terms of the application and of the consequences (including loss and damage of any kind that may be caused by mybiketeam.com) produced by such violations. Please note that, unless specified otherwise on the Website, upgrade your content mybiketeam.com by buying services with charge (defined below) does not include the purchase of other services or upgrade an Application.



E. Ownership of rights. mybiketeam.com or third-party applications that provide own all right, title and Applications offered to Members, including, without limitation, all intellectual property rights applicable to applications.

## 11. Service free and commissions paid

A. The service is provided free of charge to registered users of online mybiketeam.com and includes a subdomain miosito. mybiketeam.com and web space up to the limit of 250 Mb.

For services free (unless otherwise requested by the user through the payment of additional services themselves) is provided The inclusion of banner ads automatically, using external services such as, but not limited to, Criteo, Krux, Double Click for Publishers and Google AdSense. Accordingly, mybiketeam.com acknowledges that do not realize, operates directly and / or indirectly nor supervises and / or control in any way the content of banner advertisements on the site generated by the user through mybiketeam.com. In connection with this activity, mybiketeam.com is intended as a hosting service provider, in accordance with the provisions of Legislative Decree no. 70/2003 and therefore not responsible for the content of banner conveyed on the Sites created / the user through mybiketeam.com.

B. If you enable any of the paid services of mybiketeam.com banner ads will be automatically removed and the contents will be published completely free from banners or advertisements except mybiketeam.com logo and the words “powered by” in the footer of each page. In that case you can insert banners, pop-ups or pop-unders or use other forms of sponsorship and codes different from those provided by mybiketeam.com without explicit written permission, except on special page Sponsor. The simple exchange of banners and links to friends are permitted.

C. Some of the services offered on the Website require payment of commissions (“Services by charge”). If you decide to register for the Services with a charge, you must pay all applicable fees, as described on the website in relation to these services and charge you selected. mybiketeam.com reserves the right to change prices at any time. Authorize mybiketeam.com, directly or through third parties, to undertake such inspections as it considers necessary to confirm your account and financial information provided during registration for these services. Note that, according to internal agreements, mybiketeam.com has the right to collect fees from users on behalf of the Services by charge, to process payments and / or reimbursements and / or take action billing as necessary in relation to the collection of fees Services on behalf of the debit. All fees do not include fees, taxes or duties imposed by tax authorities and will be responsible for payment of all such taxes, levies or duties. You agree to pay all such fees that may apply to your use of the Services and to make payments to mybiketeam.com. All fees associated with the use of debit services are automatically charged using the payment method as set forth in the Website. If mybiketeam.com not receive a written request sent by the special section of the website mybiketeam.com, conclusion of the Services by charge, take note and understand that mybiketeam.com continue to charge you the cost of services and charge until the Your account will remain active, regardless of the services and charge are used or not. If, at any time, contact your bank or credit card issuing company and deny or reject the charge of commissions due, such action will be considered a breach of your obligations under this Agreement and your use of the Services with charge will be automatically concluded. Your use of the Services by charge will not be restored until the next signing of all these services with a charge. Users who purchase the services and charge are required to pay all costs and fees due for such services. All costs and fees are not refundable unless otherwise indicated, even if these services and charge were suspended, terminated or transferred before the expiry of the term of service. mybiketeam.com expressly reserves the right to change the prices and fees at any time, and such changes will be posted online on the Website and will be effective immediately without prior notice to users. All changes to prices and fees will become effective when the services in question will be renovated, as described in more detail below. TO AVOID ANY attracting risk INTERRUPTION OR LOSS OF SERVICES, MOST SERVICES OFFER AN OPTION FOR AUTOMATIC RENEWAL. THE OPTION OF AUTOMATIC RENEWAL AUTOMATICALLY RENEW THE APPLICABLE SERVICE FOR A PERIOD EQUAL TO THE DURATION OF THE ORIGINAL SERVICE. FOR EXAMPLE, IF THE DURATION OF THE ORIGINAL SERVICE IS ONE YEAR, THE PERIOD OF RENEWAL WILL BE ONE YEAR. ALTHOUGH THE DETAILS THE OPTION OF AUTOMATIC RENEWAL VARINO BY SPECIFIC SERVICE, SERVICES OFFERING AN OPTION OF AUTOMATIC RENEWAL THIS IS THE DEFAULT. THEREFORE, UNLESS YOU DO NOT GATES The SUBSCRIPTION, MYBIKETEAM.COM AUTOMATICALLY RENEW THE APPLICABLE SERVICE AT THE TIME OF RENEWAL AND WILL TAKE A PAYMENT UNDER THE METHOD OF PAYMENT WITH PREVIOUSLY CHOSEN MYBIKETEAM.COM TO CURRENT RATES OF MYBIKETEAM. COM, THAT YOU UNDERSTAND AND AGREE TO BE HIGHER OR LOWER THAN THE PRICES APPLIED IN THE ORIGINAL PERIOD OF USE OF THE SERVICE. YOU MAY CANCEL YOUR SUBSCRIPTION SERVICES AT ANY TIME BEFORE THE AUTOMATIC RENEWAL. IN THIS CASE, THE SERVICES WILL BE INTERRUPTED BY THE END OF THE RESPECTIVE PERIOD FOR WHICH WERE PAID AND YOU WILL NOT FORWARD ANY CLAIM AGAINST MYBIKETEAM.COM INTERRUPTION OF SERVICES.

Prices ( according to updated price list published on mybiketeam.com ) are intended inclusive of the tax legally due according to the regulations of their country



## 12. OWNERSHIP OF CONTENT

mybiketeam.com is not able to establish the real owner of the content created and / or uploaded to the Website.

Therefore:

(I) relating to the content (such as web sites, web pages and widgets) created and / or uploaded to the Website by a free User (and for which mybiketeam.com received no money), the owner of that content will be considered the 'User mybiketeam.com account owner mybiketeam.com from which it was created or uploaded to the content on the Website;

(II) with respect to websites created on the Website mybiketeam.com that have an external URL (ie a domain name imported or purchased as part of a "Premium Upgrade"), mybiketeam.com consider the owner of that website the person natural or legal person registered as the owner of the domain according to the WHOIS database provided on the website [www.whois.net](http://www.whois.net). To dispel any doubt, the identity of the natural or legal person who made the payment to mybiketeam.com for services with debit will not be considered by mybiketeam.com as the creator of the property or other rights in or in relation to that website; mybiketeam.com does not provide information and / or details of the content created or uploaded to the Website except for the owners of that content, as determined above.

## 13. CANCELLATION AND REIMBURSEMENT

Services debit mybiketeam.com are provided on a prepaid basis. Users mybiketeam.com may decide to terminate your use of the Services with a charge at any time. Such cancellation is made by users on the Website mybiketeam.com and according to the instructions published on the same. The date and time of any cancellation of the use of the Services will be charged with the date and time when the user has completed the cancellation on the Website mybiketeam.com.

13.1 This Agreement shall continue in effect until terminated by you or mybiketeam.com, in accordance with the terms set out below.

13.2 You may terminate this Agreement by sending a communication to mybiketeam.com notice of thirty (30) days and discontinue use of any relevant credential.

13.3 mybiketeam.com may, at any time, terminate this Agreement with you, by way of example and not exclusively, if:

(A) 's user has violated any provision of this Agreement; or

(B) mybiketeam.com is required to do so by law; or

(C) mybiketeam.com decides not to provide any services.

YOU ACKNOWLEDGE THAT CERTAIN SERVICES PURCHASED ON OR THROUGH THIS WEB SITE (INCLUDING APPLICATIONS) MAY NOT BE REFUNDABLE. THE TERMS OF ANY SERVICES PURCHASED OR APPLICATION ARE INDICATED IN THE WEB SITE AND / OR AS PART OF OR DURING THE PROCEDURE FOR THE PURCHASE OF THESE SERVICES OR APPLICATIONS. YOU MUST MAKE YOUR ABILITY TO CANCELLATION OF SERVICE BEFORE YOU BUY PAYMENT SERVICES. MYBIKETEAM.COM NOT REFUND ANY AMOUNT PAID FOR PAYMENT SERVICES NON-REFUNDABLE.

## 14. Intellectual Property Rights

Content on the Website mybiketeam.com (as defined above), with the exception of all User Content (as defined below) is subject to copyright and other intellectual property rights in accordance with local laws and international conventions . To the best of his knowledge, mybiketeam.com uses only Content permitted and authorized for use by the owner of the copyright and other intellectual property rights therein. Content on the Website is provided to you AS IS only and can not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or used for other purposes without the written consent of their respective owners (if required) (outside of a document mybiketeam.com). mybiketeam.com reserves all rights not expressly granted in and to the Website and the Content. You agree not to use, copy or distribute any Content except as expressly permitted herein, including any use, copying or distribution of User Content to third parties obtained through the Website for any commercial purpose. You agree not to circumvent, disable or interfere with the security functionalities of the Website mybiketeam.com or features that prevent or restrict use or copying of Content or implement restrictions on the use of the Website or the mybiketeam.com content it contains.

## 15. User Content

A. The Website mybiketeam.com allows sending and uploading Content posted by you and other users ("User Content") and the hosting, sharing and / or publishing of such User Content . It understands that, regardless of the publication of the User Content, mybiketeam.com not provide any security on the Content.

B. UNDERSTAND THAT ANY USER CONTENT IS EXCLUSIVE RESPONSIBILITY TO CHARGE THAT SAID CONTENT. It, AND NOT MYBIKETEAM.COM, IS ENTIRELY RESPONSIBLE FOR ALL CONTENT THAT CHARGE, POST, TRANSMIT OR OTHERWISE MAKE AVAILABLE THROUGH THE SERVICE. MYBIKETEAM.COM DOES NOT CONTROL THE CONTENT POSTED THROUGH THE SERVICE



AND THEREFORE DOES NOT WARRANT THE ACCURACY, INTEGRITY OR ANY QUALITY, NOR THAT THE LOADING NOT VIOLATE ANY THIRD PARTY RIGHTS.

C. MYBIKETEAM.COM ALTHOUGH IT IS NOT RESPONSIBLE AND CONTROLS THE USER CONTENT, MYBIKETEAM.COM RESERVES THE RIGHT TO REMOVE THAT USER CONTENT CONSIDERS THAT, IN ITS SOLE DISCRETION, RACIST, HARMFUL, IMPROPER, ILLEGAL OR UNACCEPTABLE FOR ANY REASON AND WITHOUT BEING REQUIRED TO PROVIDE EXPLANATION.

D. mybiketeam.com claims no intellectual property on the User Content and all such Content will be considered as having the rights per user choice for copyright in the appropriate selection on the Website mybiketeam.com. In relation to Content you submit or make available for inclusion on publicly accessible areas of the Website mybiketeam.com, the Content will be deemed licensed to use, distribute, reproduce, modify, adapt, publicly perform and display publicly said Content on such publicly accessible areas of the Website mybiketeam.com and the Service may also be available from other websites. In relation to Content you submit or make available for editing by other users of the Website mybiketeam.com, loading the contents will be considered as possessing license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such Content on such publicly accessible areas of the Website mybiketeam.com and the Service may also be available from other websites. This license will end only after the removal of such User Content (by the user or mybiketeam.com).

E. WITH RESPECT TO USER CONTENT, EVEN AGREE NOT TO: (I) SUBMIT PROTECTED BY COPYRIGHT OR OTHERWISE SUBJECT TO PROPERTY RIGHTS OF THIRD PARTIES, INCLUDING RIGHTS PRIVACY AND ADVERTISING, UNLESS YOU DO NOT IS THE OWNER OF OWN RIGHT OR PERMISSION FROM LEGITIMATE OWNER TO PUBLISH THE MATERIAL AND GRANT TO MYBIKETEAM.COM AND / OR ITS USERS ALL RIGHTS GRANTED IN THIS LICENSE AGREEMENT; (II) PUBLISH LIES OR FALSE STATEMENTS THAT COULD DAMAGE MYBIKETEAM.COM OR ANY THIRD PARTY; (III) SUBMIT UNLAWFUL, OBSCENE, defamatory, libelous, threatening, OF CHILD PORNOGRAPHY, harassing, hateful, CONTAINING OFFENCES RACIAL OR ETHNIC OR CHEER THE CONDUCT CRIMINAL, CIVIL LIABILITY CAUSES, VIOLATES LAW, CHEER USE DRUG OR ALCOHOL, OR IS OTHERWISE INAPPROPRIATE; (IV) impersonate any person. If you are aware of misuse of the Services mybiketeam.com on behalf of another person, contact mybiketeam.com (using one of the addresses indicated below in Section 24) or write to the e-mail address: abuse @ mybiketeam. com. mybiketeam.com not endorse any User Content or any opinion, recommendation or advice expressed therein, and mybiketeam.com expressly disclaims any liability related to User Content.

F. COPYRIGHT. MYBIKETEAM.COM NOT AUTHORIZE ANY ACTIVITY THAT INFRINGE COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS ON ITS WEBSITE AND MYBIKETEAM.COM REMOVE ANY USER CONTENT WILL it DULY INFORMED THAT USER CONTENT breaks PROPERTY RIGHTS THIRD PARTY INTELLECTUAL. mybiketeam.com respects the intellectual property rights of third parties and it is our policy to respond to complaints of alleged violations in accordance with the Digital Copyright Act ("DMCA"). If you believe that your work has been copied in a way that infringes your copyright, please e-mail to abuse@mybiketeam.com providing all relevant details, including the exact location of the material that is a potential violation your rights, reasonable evidence of such rights and any other information that may be required. Counterfeiter recidivist: mybiketeam.com reserves the right to remove any User Content without notice. mybiketeam.com also will close a User's access to its Website, if it is determined that it is a counterfeiter recidivist. A counterfeiter recidivist is a User who has received more than two warnings for infringing activities and whose User Content is removed from the Website more than twice. mybiketeam.com also reserves the right to decide whether User Content is appropriate and complies with these Terms of Service violations other than copyright infringement and violations of intellectual property law. mybiketeam.com user can remove such Content and / or terminate a User's access for uploading such material in violation of these Terms of Use at any time, without notice and in its sole discretion. mybiketeam.com does not claim to protect its users from exposure to offensive material. mybiketeam.com not responsible for the content of any User Content and expressly disclaims any liability related to the same. If you post content hosted on mybiketeam.com on another site, you must provide a link back to the image mybiketeam.com the extent permitted by that other site.

G. You understand that when using the Website mybiketeam.com, you will be exposed to User Content from multiple sources, and that mybiketeam.com is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to that User Content. Understand and take note that you can also be exposed to User Content inaccurate, offensive, indecent or objectionable, and you agree to waive, and waive all purposes under this agreement, all legal or equitable rights or remedies you have or you may have against mybiketeam.com in relation thereto (if any), and you agree to indemnify and hold harmless mybiketeam.com, its owners / operators and affiliates, to the fullest extent permitted by law in relation to your use of the site.

## 16. Further Prohibited Uses

In addition to the above prohibitions, you agree to NOT use the Service knowingly, among other things, to: (a) harm minors in any way; (b) impersonate any person or entity, or falsely state or otherwise distort your association with a person or entity; (c) upload, post, email, transmit or otherwise make available content that are not authorized to make available under any law or contractual or fiduciary relationship ( as inside information, proprietary and confidential information learned or disclosed as



part of employment relationships or confidentiality agreements); (d) upload, post, email, transmit or otherwise make available unsolicited advertising or unauthorized, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation; (and) send spam to promote your website or Content, or perform unethical marketing, advertising and any other practice linked to spam, including sending content or emails do not comply with the CAN-SPAM Act of 2003; (f) upload, post, email, transmit or otherwise make available material that contains viruses or other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; or (g) violate, grope to violate or avoid intentionally or unintentionally, any rule or policy ICANN applicable; You agree to indemnify and hold harmless mybiketeam.com from any claim arising from the use of the Services which damages you or any third party. mybiketeam.com reserves the right to investigate any time the user, its activities and / or its owners, officers, directors, managers and other executives, the user sites and materials that make the sites. These investigations will be carried out exclusively for the benefit of mybiketeam.com and not for what you or any third party. If the investigation reveals any information, act or omission which, at the discretion of mybiketeam.com, constitutes a violation of any law or any local, state, federal or foreign, or these Terms of Use, mybiketeam.com can immediately close the site and alert you of such action. You agree to waive any legal action or claim against mybiketeam.com for such action.

## **17. Security**

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You agree that: (i) the Website mybiketeam.com be deemed solely based in Italy; and (ii) the Website mybiketeam.com will be considered a passive website that does not have jurisdiction over the person of mybiketeam.com, either specific or general, in jurisdictions other than Italian. These Terms of Service will be governed by the internal substantive laws of the Italian State, without respect to its conflict with the principles of law. Any claim or dispute between you and arising in whole or in part from the Website mybiketeam.com will be decided exclusively by a court of competent jurisdiction located in Como, Italy. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. These Terms of Use, together with the Privacy Policy and any other legal notice posted by mybiketeam.com on the website, constitute the entire agreement between you and mybiketeam.com in relation to the Website mybiketeam.com. If any provision of these Terms of Use regulations is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of legislation of the remaining provisions of these Terms of use regulations, which will continue in full force and effectiveness. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and does not claim to be part of mybiketeam.com of any right or provision of law under these Terms of Use do not constitute a waiver of such right or provision legislation. YOU AGREE THAT ANY AND MYBIKETEAM.COM ACTION ARISING OUT OF OR RELATED TO THE WEBSITE MYBIKETEAM.COM BE INITIATED WITHIN ONE (1) YEAR AFTER THE AGING OF ACTION. OTHERWISE, SUCH CAUSE OF ACTION WILL FALL PERMANENTLY IN PRESCRIPTION.

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## 23. ORIGINAL TEXT

It was noted that the text in Italian language of this contract is the only authentic as the original text. In case of dispute, the only language of the proceedings will be the Italian. The Party has interest will carry out the purposes of the litigation itself, at its own expense, a language translation of this original contract.

## 24. Notice BETA testing

The website is currently in BETA version and undergoing BETA testing. You understand and agree that the Services may contain software bugs, suffer disruptions and not operate as intended. Your use of the Services in this phase involves understanding and acceptance to participate in the BETA testing of the service.

## 25. CONTACT CUSTOMER SERVICE

To contact Customer Support sends an e-mail to: [support@mybiketeam.com](mailto:support@mybiketeam.com)