

EYE Live Terms and Conditions

Welcome to EYE Live. We want you to know and understand your rights and our rights relating to the provision of the Services (as defined below). Please review them carefully.

1. General

Arenberg Sport Pty Ltd (ACN 606 771 466) ('**Arenberg**') makes available the EYE Live mobile application and platform ('**EYE**') and related websites and services (collectively, '**Services**') subject to these Terms and Conditions (the '**Terms**'), the [Arenberg Privacy Policy](#) ('**Privacy Policy**'), [Community Guidelines](#) and any additional guidelines or rules that are posted on the Services or made available to you, or applicable to specific services and features in connection with the Services. From time to time, Arenberg may also offer certain paid services ('**Paid Services**'), which will be subject to additional terms and conditions that are disclosed to you in connection with such Paid Services at the relevant time. All such terms for Paid Services will be incorporated into these Terms by reference.

- 1.1. The Services include products, features, applications, services, technologies, software and hardware that enables you to get closer to the thing you love: sports experiences and sharing those experiences with friends and other enthusiasts.
- 1.2. The Services are made available to persons who register as users of the EYE, or who otherwise access the Services ('**Users**').
- 1.3. The Terms apply to all Users. You agree that by clicking 'Sign Up' or otherwise registering, downloading, accessing or using the Services, you are entering into a legally binding agreement between you and Arenberg regarding your use of the Services. You acknowledge that you have read, understood, and agree to be bound by these Terms. **If you do not agree to these Terms, do not access or otherwise use any of the Services.**
- 1.4. If you access or use the Services on behalf of a company or other entity ('**your organisation**'), you represent that you have authority to bind your organisation and its affiliates to these Terms and that it is fully binding on them. In such case, the term 'you' will refer to your organisation and its' affiliates. If you do not have the appropriate authority to act on behalf of your organisation, you should not access or use the Services.
- 1.5. The Services cannot be provided and the agreement described in these Terms cannot be performed without Arenberg processing data about you, and other Users, including your location data. Your privacy is important to us. Please see our [Privacy Policy](#) for further information on how we process information and data.
- 1.6. More information about the Services may be found at www.arenberg.co. You agree to comply with these Terms and any supplemental terms which Arenberg makes available to you on the Services which shall form part of the Terms.
- 1.7. This agreement is written in English. To the extent a translated version of the Terms conflicts with the English version, the English version shall prevail.

2. Registration and Accounts

- 2.1. In order to access and use the Services you or your organisation must register to create a User Account.
- 2.2. Registering and creating a User Account with the Services is free. We want our Services to be open and inclusive, but we also need them to be safe, secure, and compliant with the law. Accordingly: (a) you must be at least 13 years old or the minimum legal age in your country to use EYE; (b) you must not be prohibited from receiving any aspect of our Services under

applicable laws or engaging in payments related to Services if you are on an applicable denied party listing; (c) we must not have previously disabled your account for violation of law, our Terms or any of our policies; and (d) you must not be a convicted sex offender.

- 2.3. At its sole and absolute discretion, Arenberg may refuse to allow any User to register or create a User Account, or may cancel or suspend any existing User Account.
- 2.4. You may not have more than one (1) User Account. You may not sell, rent, lease, share or provide access to your User Account (including any username) to anyone else, including without limitation charging anyone for access to administrative rights on your User Account. Arenberg reserves all available legal rights and remedies to prevent unauthorised use of the Services, including, but not limited to, technological barriers, IP mapping, and, in serious cases, directly contacting your Internet Service Provider (ISP) regarding such unauthorised use.
- 2.5. In registering for a User Account you agree to: (a) provide true, accurate, current and complete information about yourself ('**User Account Data**'); (b) maintain and promptly update the User Account Data; and (c) give us permission to show your username, profile picture, and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, ads, offers, and other sponsored content that you follow or engage with that are displayed on the Services, without any compensation to you. By registering a User Account you represent that you are not a person barred from receiving the Services by Arenberg or under the laws of any applicable jurisdiction.
- 2.6. You agree that Arenberg may use your User Account Data to provide Services that you access or use and as otherwise set forth in these Terms. If you provide any User Account Data that is inaccurate or not current, or Arenberg has reasonable grounds to suspect that such User Account Data is inaccurate or not current, Arenberg has the right to suspend or terminate your User Account and refuse current or future use of the Services.
- 2.7. You expressly agree that Arenberg has no responsibility and makes no warranty as to the truth, accuracy or completeness of any aspect of any User Account Data, including but limited to any qualifications, background or abilities claimed. Arenberg does not verify this information and you shall at all time exercise common sense and good judgment when dealing with any User of the Services.
- 2.8. You are solely responsible for maintaining the confidentiality of your User Account password and for restricting access to your password, your computer and mobile device while logged into the Services. Although we endeavour to use reasonable security measures to protect against unauthorised access to your User Account. We cannot, however, guarantee absolute security of your User Account, User Account Data, 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.
- 2.9. You agree to immediately notify Arenberg of any unauthorised use of your User Account or password, or any other breach of security, and confirm that you understand all risks of unauthorised access to User Account Data and any other information or Content you provide to Arenberg.
- 2.10. You may register for or log-in to your User Account via a pre-existing User Account on a third-party network such as Facebook or Google ('**Third-Party Account**' or '**TPA**'). If you do so, you hereby authorise Arenberg to pre-populate the registration and other relevant information fields of your User Account and/or to use such third-party credentials to log you into your User Account. Please note that your relationship with the third-party service providers associated with your TPAs is governed solely by your agreement(s) with such third-party service providers. Arenberg makes no effort to review any content hosted by third-parties for any purpose, including but not limited to for accuracy, legality or non-infringement, and Arenberg is not responsible for any content associated with a TPA.

- 2.11. Depending on the TPAs you may choose to associate your User Account with, and subject to the privacy settings that you have set in such TPAs, personally identifiable information that you post to your TPAs will be available on and through your User Account on The Services. The third party's collection, use and disclosure of your information will be subject to that third party service's privacy policy. If a TPA or associated service becomes unavailable, or Arenberg's access to such a TPA is terminated by the third-party service provider, then content plugged in from that TPA will no longer be available on and through the Services.
- 2.12. 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 the Services.
- 2.13. You further agree that Arenberg may contact you: (a) via telephone, text messages, email or through the Services in the provision of access to the Services; and (b) by email, text messages or in connection with a User Account, including for marketing purposes.

3. End User Licence Agreement

- 3.1. EYE and the Services may be made available via the Apple App Store, Google Play Store or other forms of download and are licensed, not sold, to you. Your licence to each component of the Services is subject to your prior acceptance of this End User Licence Agreement ('EULA') and these Terms. Arenberg as licensor reserves all rights in and to the Services not expressly granted to you under this EULA.
- 3.2. Arenberg grants to you a non-transferable license to use the Services on any Apple-branded or Android products that you own or control and as permitted by the Apple Usage Rules or equivalent rules in respect of Android devices (together, '**Rules**') and these Terms ('**Licensed Application**'). This EULA will govern any content, materials, or services accessible from or purchased within the Licenced Application as well as upgrades provided by Arenberg that replace or supplement the original Licenced Application, unless such upgrade is accompanied by its own licence.
- 3.3. Except as provided in the Rules, you may not distribute or make the Licensed Application available over a network where it could be used by multiple devices at the same time. You may not transfer, redistribute or sublicense the Licensed Application and, if you sell your device to a third-party, you must remove the Licensed Application from the device before doing so. You may not copy (except as permitted by this license and the Rules), reverse-engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Licensed Application, any updates, or any part thereof (except as and only to the extent that any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open-sourced components included with the Licensed Application).

4. User Content

- 4.1. Arenberg does not usually own the copyright in the information, data, text, software, sounds, photographs, graphics, video, audio-visual works, messages, posts, tags or other materials that you upload, submit, transmit, display, perform, post, store or otherwise make available (together, '**Share**') in connection with the Services ('**User Content**'), whether publicly posted, privately transmitted, or submitted through a third-party API (e.g. a photograph submitted via Instagram). Public segments and travel routes created by using the Services are not considered User Content, nor is other intellectual property that you Share in connection with the Services that you do not own.
- 4.2. Unless approved by Arenberg in a written agreement, if you Share User Content using the Services, you grant Arenberg and its sublicensees and affiliates, to the furthest extent and for the maximum duration permitted by applicable law (including in perpetuity if permitted under applicable law), an unrestricted, worldwide, irrevocable, fully sub-licensable, nonexclusive and royalty-free right to (a) use, reproduce, modify, adapt, publish, translate, resize, overlay, create derivative works from, distribute, perform and display such User Content (including without

limitation for promoting and redistributing part or all of the Services (and derivative works thereof)) on such terms determined by Arenberg in its discretion and in any form, format, media or media channels now known or later developed or discovered; and (b) use the name, identity, likeness and voice (or other biographical information) that you submit in connection with such User Content. Should such User Content contain the name, identity, likeness and voice (or other biographical information) of third parties, you represent and warrant that you have obtained the appropriate consents and/or licenses for your use of such features and that Arenberg and its sub-licensees are allowed to use them to the extent indicated in these Terms.

- 4.3. With respect to audio-visual works you have Shared, once you delete such User Content from the Services or close your account then Arenberg will take reasonable steps to delete it from EYE, recognising that (a) it will not do so to the extent the User Content has been Shared with others in accordance with these Terms, including where others may have copied, redistributed or stored it in part or whole; (b) Arenberg is entitled to continue to use it for promotional purposes or otherwise pursuant to its rights under these Terms; (c) in taking steps to remove the User Content from EYE it may take a reasonable time to remove it from backup and other systems; and (d) such deletion is at all times subject to Arenberg's legal and regulatory obligations.
- 4.4. You represent and warrant that you hold all necessary rights (including without limitation intellectual property rights) in respect of all content you Share in connection with the Services, including the User Content, and Sharing such content will not breach any third party rights, including without limitation copyright, moral rights or confidential information.
- 4.5. You acknowledge and agree that your relationship with Arenberg is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Content does not place Arenberg in a position that is any different from the position held by members of the general public, including with regard to your User Content. Your User Content will not be subject to any obligation of confidence on the part of Arenberg other than as set forth in our [Privacy Policy](#), and Arenberg will not be liable for any use or disclosure of any User Content you provide.
- 4.6. You understand that you, and not Arenberg, are entirely responsible for all User Content that you upload, post, email, transmit or otherwise make available via the Services, including without limitation any music that features in that User Content. Arenberg does not proactively and routinely screen or monitor the User Content posted to the Services by others and, as such, does not guarantee the accuracy, integrity or quality of such User Content. Arenberg may, in its sole discretion and without prior notice, screen, monitor, refuse or remove any User Content from EYE or the Services for any reason, including without limitation that it that violates these Terms or is otherwise objectionable. User Content removed from the Services may continue to be stored by Arenberg, including, without limitation, in order to comply with certain legal obligations. Nothing in these Terms constitutes any authorisation by us with respect to any use of music on any of our Services.
- 4.7. You understand that EYE and the Services are not a backup or storage service and you agree that you will not rely on the Services for these purposes. Arenberg will not be liable to you for any loss of any User Content in any event, including if the Services are modified, suspended or discontinued. You also acknowledge that the Internet may be subject to breaches of security and that the submission of User Content or other information may not be secure.
- 4.8. You understand that by using the Services, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will Arenberg 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 access/and or use of any User Content made available on the Services. You agree to bear all risks associated with the access and/or use of any User Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such User Content.

- 4.9. You agree that Arenberg is not responsible for, and does not endorse, User Content posted on the Services. If your User Content violates these Terms, you may bear legal responsibility for that User Content. As between you and Arenberg, any User Content will be non-confidential and non-proprietary and we will not be liable for any use or disclosure of User Content.
- 4.10. By using communications methods available on the Services (e.g. posting User Content) you agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, and (b) communications are not routinely pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Arenberg in any manner, though Arenberg reserves the right to do so at any time at its sole discretion.
- 4.11. Arenberg may provide you with the ability to mark certain User Content that you submit to the Services as private, public, or available only to select users of the Services. Arenberg will maintain the privacy of such User Content in accordance with your elections, or later change such designation to allow such User Content to be made publicly available, you are responsible for the public nature of the User Content. Please review our Privacy Policy for more information on how to manage your privacy settings.

5. User Conduct

- 5.1. The Services are for your personal and non-commercial use. 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 User Content without the prior written approval of Arenberg.
- 5.2. You may not use the Services, or assist or encourage any other party, to engage in any act or omission that:
- (a) Is false, inaccurate or misleading or deceptive;
 - (b) Is fraudulent or involves the sale of counterfeit or stolen items;
 - (c) Infringes any third-party's intellectual property rights;
 - (d) Violates any applicable law, statute, ordinance or regulation;
 - (e) Is defamatory, libelous, threatening or harassing;
 - (f) Is obscene or contains any material that, in Arenberg's sole and absolute discretion, is in any way inappropriate or unlawful, including, but not limited to obscene, inappropriate or unlawful images;
 - (g) intentionally or unintentionally causes harm or subverts the intended function of the Services;
 - (h) surreptitiously and/or without authority intercepts, accesses or expropriates any system, data or personal information from the Services.
- 5.3. You may not use the Services, or assist or encourage any other party, to engage in any of the following Prohibited Activities:
- (a) Accessing the Services by any means other than through the interfaces that are provided by Arenberg.
 - (b) 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 Arenberg;

- (c) Attempting to disrupt, degrade, impair or violate the integrity or security of the Services or the computers, services, User 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 Arenberg or EYE internet protocol space;
 - (d) Avoiding payment of charges or fees payable by you with respect to the Services;
 - (e) Distributing, or disclosing any part of the Services in any medium, including without limitation by any automated or non-automated 'scraping';
 - (f) Using any automated system, including, without limitation, 'robots,' 'spiders,' 'offline readers,' etc., to access the Services;
 - (g) Taking any action that imposes, or may impose, at our sole discretion, an unreasonable or disproportionately large load on our infrastructure;
 - (h) Collecting or harvesting any information relating to an identified or identifiable individual, including User Account names and information about users of the Services, from the Service;
 - (i) Using the Services for any commercial solicitation purposes;
 - (j) Accessing any content on the Services through any technology or means other than those provided or authorised by the Services;
 - (k) Submitting to the Services or to Arenberg any personally identifiable information, except as necessary for the establishment and operation of your User Account;
 - (l) Submitting to the Services or to Arenberg any information that may be protected from disclosure by applicable law;
 - (m) 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;
 - (n) Violating any applicable law, statute, ordinance or regulation, or encouraging any conduct that could constitute a criminal offense or give rise to civil liability;
 - (o) Removing any copyright, trademark or other proprietary rights notices contained in or on the Services;
 - (p) Executing any form of network monitoring or running a network analyser or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Arenberg's servers, the Services or any data not intended for you; or
 - (q) Using any communication methods available on the Services for improper purpose, including but not limited to sending communications and materials that are related to the subject matter for which Arenberg provides the communication method.
- 5.4. 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 Arenberg 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.

- 5.5. Access to the Services may require the use of your personal computer or mobile device, as well as communications with or use of space on such devices. You understand that you are responsible for any Internet connection or mobile fees and charges including without limitation any charges associated with sending communications via your device that you incur when accessing the Services.
- 5.6. You hereby acknowledge that you have the right to communicate with your contacts via the Services.

6. Third Parties

- 6.1. In addition to the User Content, Arenberg may provide other third party content on the Services (collectively the '**Third-Party Content**'). Arenberg does not control or endorse any Third-Party Content and makes no representation or warranties of any kind regarding the Third-Party Content, including without limitation regarding its accuracy or completeness. Please be aware that we do not create Third Party Content, update, or monitor it. Therefore, we are not responsible for any Third Party Content on the Services.
- 6.2. You are responsible for deciding if you want to access or use third party websites or applications that link from the Services ('**Reference Sites**'). Arenberg does not control or endorse any such Reference Sites or the information, materials, products, or services contained on or accessible through Reference Sites, and makes no representations or warranties of any kind regarding the Reference Sites. In addition, your correspondence or business dealings with, or participation in promotions of, advertisers found on or through the Services are solely between you and such advertiser. Access and use of Reference Sites, including the information, materials, products, and services on or available through Reference Sites is solely at your own risk.
- 6.3. 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 Arenberg may recommend the equipment or materials of certain third-party suppliers, Arenberg 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.
- 6.4. You agree that Arenberg 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 Content, Reference Sites, or service providers or advertisers available through the Services.

7. 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 Arenberg 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 Arenberg any Feedback that you do not wish to license to us as set forth above.

8. Our Intellectual Property

- 8.1. The Services are owned and operated by Arenberg. Unless otherwise indicated, all content, information, and other materials on the Services (excluding User Content, set out in clause 4), including, without limitation, Arenberg's trade marks (ARENBERG, EYE, CREATE NEXT, BIKEBATTLE and any other product or service name or other proprietary designation, logo, or slogan used by Arenberg), and the look and feel of the Services, including the visual interfaces, page headers, button icons, scripts, graphics, design, compilation, information, software,

computer code (including source code or object code), services, text, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively, the **'Materials'**) are the intellectual property of Arenberg and are protected by relevant intellectual property and proprietary rights and laws. All Materials contained on the Services are the property of Arenberg or its subsidiaries or affiliated companies and/or third-party licensors and may not be used in whole or in part in connection with any product or service that is not Arenberg's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Arenberg, without our prior written permission. Any use of the Arenberg trade marks must be in accordance with any guidelines that Arenberg may provide you from time to time.

- 8.2. All other trade marks referenced in the Services are the property of their respective owners and are used for identification purposes only. Reference on the Services to any products, services, processes or other information, by trade name, trade mark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by us or any other affiliation.
- 8.3. Unless otherwise expressly stated in writing by Arenberg, by agreeing to these Terms you are granted a limited, personal, revocable, non-transferable, non-sub-licensable 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) contravene these Terms, including by copying, modifying, creating a derivative work from, reverse engineering, reverse assembling or otherwise attempting to discover any source code or attempting to sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Services, except where permitted by law.
- 8.4. You will not remove, alter or obscure any copyright, trade mark, service mark or other proprietary rights notices incorporated in or accompanying the Services.
- 8.5. Except as expressly permitted by applicable law or authorised by Arenberg 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.

9. Disclaimer

- 9.1. If you choose to use the Services, you do so at your sole risk.
- 9.2. Arenberg explicitly disclaims any warranties of merchantability, satisfactory quality, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of trade. Arenberg makes no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. Arenberg makes no warranty regarding the quality of any Users or the Services, or collective content, or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained or generated by EYE and the Services, or that any particular results will be achieved.
- 9.3. Arenberg does not endorse your Content or any other User'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.
- 9.4. Arenberg does not guarantee that Services will be delivered in a timely fashion or at all.
- 9.5. No advice or information, whether oral or written, obtained from Arenberg or through EYE, the Services or any Content therein, will create any warranty not expressly made herein.
- 9.6. You expressly agree that Arenberg does not assume responsibility for the inspection, supervision, preparation, or conduct of any race, contest, challenge, or group activity that utilises the services, including any that are organized by a club administrator.

10. Liability

10.1. Nothing in these Terms limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* Cth or similar consumer protection laws in the State and Territories of Australia (**Non-Excludable Australian Guarantees**).

If you are a consumer habitually residing in the European Union (**EU Resident**), you may have statutory remedies available to you if we cause you loss by our breach or non-performance of our legal obligations, or by our negligence, and these terms do not affect those statutory remedies (**Non-Excludable EU Guarantees**).

Both the Australian and EU Non-Excludable Guarantees are collectively known as 'Non-Excludable Guarantees'.

10.2. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Arenberg (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:

- (a) any technical difficulties or equipment malfunction (whether or not under Arenberg's control);
- (b) any theft, unauthorised access or third-party interference;
- (c) any lost, misdirected or corrupt emails or communications over, to or from Services;
- (d) EYE and the Services not being available for use at any time; or
- (e) any loss or damage whatsoever (including but not limited to direct, indirect or consequential loss) or personal injury suffered or sustained in connection with use of EYE or the Services, however caused, including failure of the Services or incorrect or corrupt data supplied by Arenberg to a User.

11. Indemnity

You agree to indemnify and hold Arenberg 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 User 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 User Content you post or seek to post on the Services (including, but not limited to, sporting or athletic activities in connection with any contests, races, group rides, or other events which Arenberg sponsors, organises, 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 Arenberg 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.

12. Class-Action Waiver

The parties further agree that any arbitration shall be conducted in their individual capacities only, and not as a class action or other representative action. If any court or arbitrator determines that the class-action waiver set forth in this clause is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

13. Choice of Law and Forum

These Terms are governed by the laws of New South Wales, Australia. You and Arenberg submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

14. Termination

- 14.1. You agree that Arenberg may, under certain serious circumstances and without prior notice, immediately terminate your User Account and/or access to the Services. Cause for such 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 (e.g. a request to have your User Account deleted);
 - (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) non-payment of any fees owed by you in connection with the Services.
- 14.2. You agree that all terminations for cause shall be made in Arenberg's sole discretion and that Arenberg shall not be liable to you or any third-party for any termination of your User Account or access to the Services.
- 14.3. Termination of your User Account may result in:
- (a) removal of access to all offerings within the Services;
 - (b) deletion of personal information, files and Content associated with your User Account; and
 - (c) barring of further use of the Services.
- 14.4. Notwithstanding any other provision of these Terms, the parties agree that the following clauses will survive termination of your User Account and/or the Terms as will any other provision that expressly claims such survival:
- (a) Clause 4 - User Content;
 - (b) Clause 7 – Your Feedback;
 - (c) Clause 8 – Intellectual Property;
 - (d) Clause 9 – Disclaimer;
 - (e) Clause 10 – Liability;
 - (f) Clause 11 – Indemnity;
 - (g) Clause 12 – Class Action Waiver;
 - (h) Clause 13 - Choice of law and Forum; and
 - (i) Clause 15 – General.

15. General

- 15.1. These Terms constitute the entire agreement between you and Arenberg with respect to your use of the Services.
- 15.2. You agree that no joint venture, partnership, joint controllership, employment or agency relationship exists between you or your organisation and Arenberg as a result of the Terms or your use of the Services.
- 15.3. A failure by Arenberg to enforce any one of these terms and conditions in any instance(s) will not give rise to any claim or right of action by any other person or you.
- 15.4. 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 endeavour 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.

15.5. You may not assign, delegate or otherwise transfer your User Account or your obligations under these Terms without the prior written consent of Arenberg. Arenberg 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 fulfil its duties and obligations under these Terms and in connection with the Services

15.6. Arenberg'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.

15.7. Sections, titles and headings in the Terms are for convenience only and have no legal or contractual effect.

15.8. Any rights not expressly granted herein are reserved.

16. Modification of the Terms and Services

Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms made available the Services. Arenberg reserves the right to update the Terms at any time and for any reason in its sole discretion. Arenberg 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, 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.

17. Support and Questions

We will respond to any questions regarding the Services and these Terms via info@arenberg.co. We generally respond support requests within 10-14 days after the request is placed.

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