B-CYCLE WEBSITE TERMS AND CONDITIONS OF USE

We welcome you to the B-cycle websites, including www.bcycle.com and the other websites that display these B-cycle Website Terms and Conditions of Use (collectively, the "**Website**"). The Website is owned by B-cycle, LLC ("**B-cycle**"). **PLEASE READ VERY CAREFULLY THE FOLLOWING TERMS AND CONDITIONS FOR USE OF THE WEBSITE.**

1. **Acceptance of Terms**. This Terms and Conditions of Use Agreement (the "**Agreement**") sets forth legally binding terms for your use of Website. By using our Website, you agree to be bound by this Agreement and all applicable laws and regulations with regard to your use of the Website, whether you are a **"Visitor"** (which means that you simply browse our Website) or you are a **"Member"** which means that you have registered as a Member of this Website and obtained an **"Account"** which permits you to set up your "**Member Profile**." IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT USE THIS WEBSITE.
2. **Changes to Terms.** We may modify this Agreement from time to time, and such modification will be effective upon its posting on our Website or any other website or location through which you are able to access our Website. You agree to be bound by any modification to this Agreement when you use the Website after any such modification is posted; it is therefore important that you review this Agreement regularly. If you have an Account, we will attempt to notify you by email when we update the terms of this Agreement.
3. **Bicycle Rental Agreement.** If you wish to rent bicycles through our system of kiosks in your area, you are required to review and accept the User Agreement You can access the User Agreement at any time by clicking on the link identified as "User Agreement" at the bottom of any page on the Website.
4. **Member Account, Password and Security**. You must be at least 18 to become a Member of our Website. If you register to become a Member, you will be required to choose a password and user name, and you may be asked for additional information regarding your Account, such as your email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration form (the "**Registration Data**") and maintain and promptly update your Registration Data to keep it true, accurate, current and complete. For safety reasons, we recommend that your user name should not contain your last name (in addition, rather than your actual first name, you may want to consider using a word or term with meaning to you). You are responsible for maintaining the confidentiality of the password and

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

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

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

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

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

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

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

hesitate to pursue all available legal actions in response to violations of this Agreement.

8. **Responsibility for Content**. You, and not B-cycle, are entirely responsible for any Content that you may upload, post, email, transmit or otherwise make available via the Website. B-cycle does not control the Content posted via the Website and, as such, we do not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Website, you may be exposed to Content that you deem offensive, indecent or objectionable. Under no circumstances will B-cycle be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Website.

9. **Rejection/Removal of Content**. You acknowledge that B-cycle does not generally pre-screen or review Member Profiles or other Content posted on our Website. However, B-cycle will have the right (but not the obligation) in its sole discretion to pre-screen, edit, refuse, or remove any Content or portion thereof that is available via the Website, in its sole discretion, for any reason.

10. **Termination of Account or Access**. B-cycle has the right in its sole discretion to restrict, suspend, or terminate your Account, or your access to all or any part of the Website at any time, for any or no reason, with or without prior notice, and without liability. You may choose to terminate your membership at any time by notifying us by email at info@denverbikesharing.org . Please allow us sufficient time to process termination requests. You understand that termination of your membership is your sole right and remedy with respect to any dispute with B-cycle. Following the cancellation or termination of your membership by you or by B-cycle for any reason, B-cycle will have no further obligation to save your Member Profile, communications via the Website or any of your settings, information or Content you have posted on or transmitted through the Website. We have the right to delete any personal information or other Content immediately following termination of your Account.

11. **Objectionable Content and Abuse**. If you become aware of misuse of the Website by any person, if you find any Content on the Website that you feel is objectionable, or if you feel that any Member has violated the terms of this Agreement in any manner, please contact Denver B-cycle (email: info@denverbikesharing.org). Please include a description of the misuse of the Website or the objectionable Content or activity (along with the URL or a copy of the Content if possible) in your email. B-cycle has no obligation to take any action whatsoever in response to any such notice, and the receipt of any such notice will not be deemed to create any duty or liability on the part of B-cycle.

12. **Preservation/Disclosure**. You acknowledge, consent and agree that B-cycle may access, preserve and disclose your Account information and Content if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of B-cycle, its Members and the public. Under no other circumstances will B-cycle intentionally disclose your account information to any third party.
13. **Non-commercial Use**. The Website may not be used in connection with any commercial purposes, except as specifically approved by B-cycle. You may link to the home page of our Website, but any unauthorized framing of or linking to our Website, or any Content therein, is prohibited. Commercial advertisements, affiliate links, and other forms of solicitation may be removed from your Member Profile without notice and may result in termination of membership privileges.
14. **Ownership of Content**. B-cycle does not claim ownership rights in any Content you post on or transmit through the Website. Subject to the non-exclusive license contained in the following paragraph, as between B-cycle and you, you will retain all intellectual property rights that you may have in any Content that you post on or transmit through the Website.
15. **License to Your Content**. In order to be able to offer you the use of our Website, you are required to grant a license to B-cycle to use and distribute your Content. This enables us to permit other Visitors to the Website and Members to view and share your Content, and to display your Content in other places within the Website. Accordingly, by posting, displaying, publishing, transmitting, or otherwise making available (individually and collectively, "**posting**") any Content on or through our Website, you hereby grant to B-cycle a non-exclusive (meaning you can license the Content to other parties as well), fully-paid, royalty-free, irrevocable, worldwide license (including the right to sublicense) for the duration of copyright in your Content, to use, copy, modify, adapt, translate, create derivative works, publicly perform, publicly display, store, reproduce, transmit, distribute, and otherwise make available such Content on and through our Website, in print, or in any other format or media now known or hereafter invented, without any obligation of notification, compensation, attribution or consent. If you wish to remove any Content from the Website, your ability to do so may depend on the type of Content, the location and manner of posting, and other factors. You may contact us at info@denverbikesharing.org to request the removal of certain Content you have posted, but B-cycle has no obligation to

remove any such Content, may choose whether or not to do so in its sole discretion, and makes no guarantee as to the complete deletion of any such Content and copies thereof. In any case, a back-up or residual copy of any Content posted by you may remain on B-cycle's servers after the Content appears to have been removed from our Websites, and B-cycle retains all rights granted in this paragraph to all such remaining copies. You represent and warrant that: (i) you own all right, title and interest in all Content posted by you on or through our Website, or otherwise have the right to grant the license set forth in this section, and (ii) the posting of your Content on or through our Website does not violate the privacy rights, publicity rights, copyrights, trademarks, patents, trade secrets, contract rights, confidentiality, any other rights of any third party, or any terms of this Agreement.

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

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

18. **International Use**. Due to the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of

technical data or personal information exported from the United States or the country in which you reside.

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

20. **Copyright Policy**. B-cycle has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on our Website. B-cycle reserves the right in its sole discretion to immediately suspend and/or terminate access to our Website by any user who is alleged to have infringed on the intellectual property rights of B-cycle or of a third party, or otherwise violated any intellectual property laws or regulations. B-cycle's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want B-cycle to delete, edit, or disable the material in question, you must provide B-cycle with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit B-cycle to locate the material; (d) information reasonably sufficient to permit B-cycle to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to B-cycle either by e-mail at: info@bcycle.com , or by U.S. mail to our designated agent for notification of infringement, Bob Burns, B-cycle, LLC, 801 West Madison St, Waterloo, WI 53594.

21. **Term and Termination**. This Agreement will remain in full force and effect for so long as it is accessible through the Website. If you wish to terminate your membership, please follow the instructions on the FAQ page for the Website or email us at info@denverbikesharing.org . B-cycle reserves the right to terminate your Account or your access to our Website immediately, with or without notice to you, and without liability to you, if B-cycle believes that you have breached any of the terms of this Agreement, furnished B-cycle with false or misleading information, or interfered with use of the Website by others.
22. **Disclaimer of Warranties**. You expressly understand and agree that:
23. YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. B-CYCLE AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE "**B-CYCLE PARTIES**") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE WEBSITE, AND ANY THIRD PARTY WEBSITES WITH WHICH THEY ARE LINKED.
24. THE B-CYCLE PARTIES MAKE NO WARRANTY: (I) THAT THE WEBSITE OR THE FEATURES OFFERED ON THE WEBSITE WILL MEET YOUR REQUIREMENTS, WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES); (II) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE; AND (III) THE QUALITY OF THE BICYCLES, CONTENT, PRODUCTS, SERVICES, INFORMATION OR ANY MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES AGAINST THE POSSIBILITY OF DELETION, MISDELIVERY OR FAILURE TO STORE COMMUNICATIONS, PERSONALIZED SETTINGS, OR OTHER DATA.
25. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR WEBSITE IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
26. **Limitation of Liability**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS IN NO EVENT WILL THE B-CYCLE PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF THE WEBSITE, OR ANY WEBSITE WITH WHICH THEY ARE LINKED, EVEN IF B-CYCLE HAS BEEN ADVISED OF THE POSSIBILITY OF

SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, B-CYCLE'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO B-CYCLE FOR THE WEBSITE.

27. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, in certain jurisdictions, some of the above limitations of liability may not apply to you; all other provisions of this Agreement remain in full force and effect.

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

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

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

31. **Entire Agreement.** This Agreement, together with any other terms or policies referenced herein (including without limitation the Privacy Policy and Additional Terms), constitutes the entire agreement between you and B-cycle and governs your use of the Website, superseding any prior agreements between you and B-cycle with respect to the Website.

32. **Choice of Law and Forum**. This Agreement and the relationship between you and B-cycle will be governed by the laws of the State of Wisconsin without

regard to its conflict of law provisions. You and B-cycle agree to submit to the personal and exclusive jurisdiction of the courts located within Madison, Wisconsin.

33. **Waiver and Severability of Terms**. The failure of B-cycle to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

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

35. **Questions.** If you have any questions regarding this Agreement, please contact us by email at info@bcycle.com , or by mail at 801 West Madison St, Waterloo, WI 53594.

CURRENT AS OF JUNE 1, 2010

B-CYCLE WEBSITE PRIVACY POLICY

This B-cycle Website Privacy Policy ("**Privacy Policy**") governs your use of the B-cycle websites, including www.bcycle.com and any other websites that display this Privacy Policy (collectively, the "**Website**"). The Website is owned by B-cycle, LLC. ("**B-cycle**"). We have created this Privacy Policy to ensure that you understand our policies and procedures, what personal information you must provide if you wish to use our Website and, ultimately, how we use such personal information. This Privacy Policy is a part of and is incorporated into our B-cycle Website Terms and Conditions of Use . You can access either of these documents at any time by clicking on the links at the bottom of any page on the Website. By accessing or using the Website, you accept, without limitation or qualification, the terms of this Privacy Policy.

1. Information We Collect

We collect two types of information from users of our Website: personal information described below; and non-personal information such as information about traffic patterns and usage statistics regarding our Website.

2. Personal Information

You may browse our Website without registering for the Website. However, to access certain features of our Website, we require you to register as a member ("**Member**") and select a user name and password. Some personal data is collected during the registration process. We may then ask for additional information, including personally identifiable and non-personally identifiable information.

When you register as a Member of the Website, or when you enter a contest or other promotion, we may ask you for certain personal information such as your name, address, e-mail address, or credit card number, in order to process your order, administer the contest, or send you promotional e-mails. Providing personal information in these instances is solely your choice; you do not need to provide such information, register as a Member, or enter such contests to browse our Website.

3. How We Use Your Personal Information

We use the information collected through our Website for a variety of purposes, including, but not limited to, processing your registration as a Member, operating the Website, and contacting Members. We may use your information to communicate with you, to update you regarding features of the Website, to personalize the Website for you, to contact you for market research or to provide you with marketing information, newsletters, or other information we think would be of interest to you. In addition, if

you become a Member of our Website, we may send you an email confirming your membership details.

You can request to remove your email address from our email list for marketing related email messages, or other emails which are not necessary to your participation as a Member of the Website by following the procedures set forth in the "Opt Out Procedures" section below. In addition, you can modify your information or change your preferences, as set forth in the "Reviewing or Changing Your Information" section below. We will strive to exclude you from future communications if you follow the procedures set forth in this section.

Information obtained through our Website may be intermingled with and used in conjunction with information obtained through sources other than our Website, including both offline and online sources.

4. Disclosure of Personal Information through Leader Board or to Other Members

If you elect during registration, your user name and other information or Content you provide may be visible on the Leader Board to anyone who visits our Website or browses through our Website, including individuals who are not registered Members. Please keep this in mind as you select your user name.

The Website is not currently set up for social networking. Except for information about you that may appear on the Leader Board, information that you provide as part of your registration or that is collected about you through your use of the B-cycle Service is generally not visible to other Members or to non-members who visit the Website. This may change in the future as we add more features and functionality to the Website.

Please use extreme caution when deciding whether and when to provide any personally identifiable information about yourself (such as your full name, email address, phone number, or address) to another Member of the Website via email, through the Leader Board or otherwise.

5. Non-Personal Data

In some cases, we may collect non-personal information. Examples of this type of information include the type of internet browser you are using, the type of computer operating system application software, and peripherals you are using and the domain name of the website from which you accessed our Website. We use your information to do such things as operate and enhance our Website, and sell and deliver advertising.

6. Cookies

Certain features on our Website utilize cookie technology. A cookie is a small data file that certain web sites write to your hard drive when you visit them. A cookie file can contain various types of information, including a user ID that the site uses to track the

pages you've visited. We may use cookies to enhance your experience on our Website, to determine user traffic patterns and for other purposes.

Most browsers are initially set up to accept cookies; however, you can reset your browser to refuse all cookies or indicate when a cookie is being sent or you can flush your browser of cookies from time to time. (Note: you may need to consult the help area of your browser application for instructions.) If you choose to disable your cookies setting or refuse to accept a cookie, however, you may not be able to access all areas or features of our Website.

7. Opt Out Procedures

You have certain options to opt out of receiving promotional or commercial information from B-cycle and our Website during registration and through your Account settings. However, you may not opt out completely of receiving email communications necessary for the operation of your membership in the Website unless you decide to terminate your membership. If you no longer wish to use or visit our Website, or receive any form of direct contact from B-cycle or our Website, whether it is email, discounts, newsletters, or other promotional offers or materials, contact us at: info@denverbikesharing.org.

8. Reviewing or Changing Your Information

In order to ensure that the information we maintain is accurate, B-cycle gives Members the option to change or modify their information previously provided during registration. If you would like to change your information currently in our database please log in to your Account and click the "My Profile" link or email us at info@denverbikesharing.org .

9. Sharing of Your Information

Except as prohibited by law, B-cycle may share your personal information: (i) with the operators of our Websites and bicycle rental programs; (ii) third parties for advertising or marketing purposes, (iii) if B-cycle is required by law to do so, (iv) in the event of a transfer of ownership of B-cycle, merger or other similar transaction, or (v) as otherwise set forth in this Privacy Policy.

We may share certain personal information with third parties for advertising, promotional and other purposes regarding products and services that we think may be of interest to you**.** We also may work with third party advertising companies, to serve and track our ads. These third parties may serve other cookies. Our advertising partners may use personal and non-personal information they collect from our Website to help us better market and serve our customers.

This Privacy Policy does not address the practices of third parties who may collect your personal information. You may visit other websites, through links on the Website, which

may collect, use and share your personal information in accordance with their own privacy policies. The information practices of those linked websites are not covered by this Privacy Policy, and we encourage you to be very cautious before you disclose your personal information to others.

In order to provide you with the Website and any information, products or services which you have requested, we may share or transfer your personal information with our affiliates or subsidiaries, or third party agents acting on their behalf.

B-cycle may be obligated to cooperate with various law enforcement inquiries. B-cycle reserves the right to disclose or transfer personal information and non-personal information about you and your activities on the Website in order to comply with a legal requirement or request from law enforcement or other government officials, administrative agencies or third parties as we, in our sole discretion, determine necessary or appropriate for the administration of justice, or in connection with an investigation of fraud, intellectual property infringements or violations of any other law, rule or regulation, our B-cycle Terms and Conditions of Use or other rules or policies of our Website, the rights of third parties, or an investigation of any other activity that may expose us or you to legal liability, or to investigate any suspected conduct which B-cycle in its sole discretion deems improper.

10. Security

We have installed encryption software conforming to the Secure Socket Layers (SSL) protocol to safeguard all of the information you send to us. All information is stored on our servers in a secure location. It is important for you to protect against unauthorized access to your password and to your computer. If your password is compromised, notify Customer Service at once at info@denverbikesharing.org .

11. Protection for Children

Our Website is not intended for users under the age of 18. Furthermore, we do not knowingly collect personally identifiable information from children (i.e., individuals under the age of 13). If you believe that a child has provided information to us through the Website, please contact us by email at info@bcycle.com or by writing us at B-cycle 801 West Madison St, Waterloo, WI 53594 Attn. Privacy Officer. We will use our best efforts to remove all of the information provided by the child from our system.

12. Privacy Precaution Warning

Please note that no data transmission over the Internet is 100% secure. As a result, we cannot guarantee the security of the information that you transmit via our Website.

13. Your Consent

You may have certain rights under various state and federal statutes that may apply to the personal and non-personal information we collect in connection with the Website.

By accepting the terms of this Privacy Policy and using our Website, you are waiving all of such rights as to collection, use, disclosure and storage of your personally identifiable and non-personal information as described herein. You recognize that we are able to offer our Website to you solely based upon these terms, which are an integral part of our contract for the provision of services.

By using our Website and providing your personal information to us, you also authorize the export of your personal information to the USA, as well as its storage and use as specified herein. Our headquarters is located in the state of Wisconsin, in the USA. This Privacy Policy and our legal obligations are subject to the laws of Wisconsin and the USA, regardless of the location of any user. Any claims or complaints must be filed in the USA in the State of Wisconsin.

We may amend our Privacy Policy at any time, without notice to you, by posting such revised Privacy Policy on this page, so you are always aware of what information we collect, how we use it and under what circumstances we may disclose it. Any changes will only apply to information collected after the change is posted.

CURRENT AS OF JUNE 1, 2010

Denver Bike Sharing User Agreement

Terms and Conditions, Rider's Release of Liability, Assumption of Risk, Indemnity and Hold Harmless.

Rider should Carefully Read all terms and conditions before entering this Agreement.

1. Purpose of Agreement

This document constitutes the entire Agreement ("Agreement") between (a) Rider ("Rider"), the person agreeing to lease and use the bike ("Bike"), and (b) Denver Bike Sharing, or Boulder Bike Sharing when using that system under reciprocity agreement between Denver Bike Sharing and Boulder Bike Sharing (both collectively referred to herein as "DBS").

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

2. General Rental and Use of Bike: Agreements and Restrictions.

2.1 Rider is sole user: DBS expressly agrees to let, and the Rider expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. DBS and the Rider are the only parties to this Agreement. The Rider is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.

2.2 Rider is 18 or older or has a valid driver's license: Rider represents and certifies to DBS that Rider is at least 18 years old or is under 18 with a valid Driver's License. If Rider intentionally or unintentionally misrepresents Rider's age, Rider accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such intentional or unintentional misrepresentation.

2.3 Rider is a competent bike operator: Rider represents and certifies that he/she is physically fit to ride the Bike and also that Rider is familiar with the operation of the Bike and is reasonably competent to ride the Bike.

2.4 Bike is exclusive property of DBS: Rider agrees that the Bike, and any equipment attached thereto, at all times, remains the exclusive property of DBS. Rider will not make any type of modification to the Bike at any time.

2.5 Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available 7 days a week, with seasonal limitations. Bikes must be rented within the maximum rental time limits set forth in 2.6 below. Bikes are limited and Bike Stations may not have available Bikes for rental at all times. To check the availability of Bikes, please refer to the rental locations and Bike availability on www.denver.bcycle.com.

2.6 Maximum Rental Time and Charges: The maximum rental time is 24 hours. Rider agrees that Rider will return the Bike to a designated DBS Bike Station within no more than 24 hours from the time that rental of the Bike began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. Bike Rental Charges are $0.00 for the first half hour, $1.00 for the second half hour, and $4.00 for each half hour thereafter. The maximum day charge per checkout is $75 and is based on a calendar day. Upon return of the bicycle, the Rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. If the Bike is not returned within 36 hours, the Bike will be considered stolen, and the Rider will be charged $1080. Applicable local and state sales tax of 7.72% are included in Rental Charges.

2.7 Denver Bike Sharing Bike(s) may be used and/or operated only in the City and County of Denver: Rider agrees to only use, operate and/or ride the Bike in the City and County of Denver. Rider will not, under any circumstances, remove the Bike from the City and County of Denver. Boulder Bike Sharing Bike(s) may be used and/or operated only in the City and County of Boulder: Rider agrees to only use, operate and/or ride the Bike in the City and County of Boulder. Rider will not, under any circumstances, remove the Bike from the City and County of Boulder. Bike(s) may not be transported between the Denver Bike Sharing and Boulder Bike Sharing systems.

2.8 Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City and County of Denver.

2.9 Rider must not use, ride and/or operate Bike if impaired: Rider agrees that he/she will not, under any circumstances, use, ride and/or operate the Bike if he/she has consumed, ingested and/or used alcohol or drugs and/or has a blood concentration above the jurisdictional limit prescribed.

2.10 Bike is intended for only limited types of use: Rider agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

2.11 Rider's use of front carrier/basket is limited: Rider agrees that he/she will not fill the front carrier/basket with heavy items as they may create an unsafe condition and affect Rider's balance and steering control. Rider acknowledges that the front carrier/basket of the Bike is intended to carry light goods only, and will not attempt to carry additional people or animals in the basket or anywhere on the bicycle.

2.13 Rider must report accident, stolen or lost Bike and/or DBS annual membership card: Rider agrees that he/she must immediately report to DBS and the Denver Police Department (or Boulder Bike Sharing and the Boulder Police Department when using the Boulder Bike Sharing system) an accident, involving a Bike. Rider agrees that he/she will report a lost/stolen DBS Subscription User Card to DBS. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or DBS Membership Card.

2.14 Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to DBS in the same condition received, ordinary wear and tear expected. Rider agrees to ensure that the Bike is always locked and secured when unattended. Bikes may be equipped with wire locks; however, DBS will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether Bike locks are used, broken and/or not properly functioning. Rider agrees to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike (Rider agrees to pay for any loss even though damage was caused by someone else). All repairs needed as a result of any such loss, destruction or damage, will be performed at the normal labor rates. In the event the Bike is lost, destroyed or damaged beyond repair, regardless of fault or cause, Rider agrees to pay DBS the full replacement value of the equipment.

3. Waiver and/or Limitation of Liability

3.1 For and in consideration of rental and use of the Bike, Rider specifically forever releases and relinquishes and discharges DBS, B-Cycle, LLC, the City and County of Denver, the City and County of Boulder, all DBS Sponsors as well as owners of property upon or near which stations are located ("Released Parties") from any and all claims, liability, cause (s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the DBS program, and/or its website, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this agreement any such claims, rights, and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and

Rider (and guardian(s), if applicable) does(do) so on behalf of Rider's heirs, executors, administrators and assigns.

3.2 Rider expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of DBS and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.3 Rider voluntarily agrees, understands and recognizes that Rider will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the DBS program, and/or this website, in consideration for using and/or operating the Bike.

3.4 This agreement is governed by the applicable laws of the State of Colorado. If any provision of this agreement is found to be unenforceable, all other provisions will be given full force and effect.

4. Acceptance of Agreement and Terms and Conditions by Rider: Rider expressly acknowledges that he/she has carefully read the entire Agreement, including the Terms and Conditions, and understands this Agreement, including, but not limited to, the Waiver and Liability, Assumption of risk and Indemnification Provisions fully and expressly agrees to be bound by this Agreement. After careful deliberation, Rider voluntarily gives his/her consent and expressly agrees to all the conditions included in this Agreement as set forth above. Rider has read, understands and expressly agrees to the above Agreement and Terms and Conditions. This agreement is effective 1 April 2010. Last Updated 10 May 2011.