

Website Terms of Use Agreement

- 1. Introduction.** Welcome to Alta Bicycle Share, Inc. (“Alta,” “Our,” or “We”). This Website Terms of Use Agreement (“Agreement”) sets forth the legal terms that govern the user’s (“User”, “You”, or “Your”) use of Our website, www.nycitybikeshare.com (“Website”) or any of our affiliated websites (“Affiliated Websites”). Please save a copy of this Agreement for Your personal records. By accessing or using the Website, You are acknowledging that You have read, understood, and agreed, to be bound by this Agreement and Our Privacy Policy (incorporated into this Agreement by this reference) without limitation or qualification. PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING DISPUTE RESOLUTION CLAUSES AND LIABILITY LIMITATIONS AND EXCLUSIONS.
- 2. Modification.** At any time and from time to time, and without Your consent, We may unilaterally amend, modify, or change this Agreement, in Our sole discretion and without any notice or cause. By continuing to use the Website after any amendment, modification, or change, You have agreed to be bound by all such amendments, modifications, and changes. Therefore, please carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes.
- 3. Eligibility.** Anyone who agrees to this Agreement and Our Privacy Policy and continues to abide by the terms therein is eligible to use the Website. If you access the Website or its services from outside the United States, then be aware that, under this Agreement, United States laws apply to Alta and its affiliates, agents, owners, employees, contractors, representatives, successors, and assigns (collectively, “Alta and its Related Parties”), to the Website, to any Affiliated Websites, and to all of its services, as opposed to any foreign or regional law that may relate to intellectual property rights, privacy rights, collection of data, or other rights.
- 4. Proprietary Rights in Website Content; Limited License to Access and Use Website.** All content that is on the Website or that is available through the Website or any of the Affiliated Websites, including all designs, text, graphics, pictures, video, information, applications, software, music, sound, and other files and their selection and arrangement (collectively, “Website Content”), is the exclusive proprietary property of Alta and its Related Parties, with all rights reserved by Alta and its Related Parties. No Website Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Our prior written consent, which may be withheld in Our sole discretion, except with respect to any of Your Provider Content (as defined in Section 8) that You post on the Website in accordance with the terms of this Agreement and Our Privacy Policy. For so long as You are eligible to use the Website and You act in accordance with the terms of this Agreement: (i) You are granted a limited license to access and use the Website solely for Your personal non-commercial use; and (ii) You are granted a limited license to access, use, download, or print a copy of any portion of the Website Content to which You have properly gained access solely for Your personal

non-commercial use. Except for Your Provider Content, if any, You must not upload or republish any Website Content on any Internet, Intranet, or Extranet site and you must not incorporate any related information into any other database or compilation; and, any other use of the Website Content is strictly prohibited. Such limited license is subject to all terms of this Agreement. We may take any legal action in connection with any violation of this Agreement. Any use of the Website or of the Website Content, other than as may be specifically authorized herein, without Our prior written consent (which may be withheld in Our sole discretion), is strictly prohibited and will automatically and immediately terminate all licenses granted by Alta herein. Such unauthorized use might also violate applicable laws, including copyright or trademark laws and communications statutes and regulations. Unless explicitly stated herein, nothing in this Agreement may be construed as conferring any license to any intellectual property right, whether by estoppel, implication, or otherwise. At any time and from time to time, and without Your consent, We may unilaterally revoke any license that we grant, in Our sole discretion and without any notice or cause.

5. **Code of Conduct.** Alta and its Related Parties are not liable for Your conduct or the conduct of any third party. You are prohibited from using the Site to post or transmit any material which is or may be infringing, threatening, false, misleading, inflammatory, libelous, invasive of privacy, obscene, pornographic, abusive, discriminating, illegal or any material that could constitute or encourage conduct that would be considered a criminal offence, violate the rights of any party or which may otherwise give rise to civil liability or violate any law. You are also prohibited from using the Site to advertise or perform any commercial solicitation.
6. **Trademarks.** All Website Content and all product names, trademarks, service marks, and logos provided by Alta and its Related Parties on the Website are wholly owned or validly licensed by Alta and its Related Parties. All product names, trademarks, service marks, and logos owned by third parties remain the property of such third parties.
7. **Privacy Policy.** We have confidentiality policies in Our online Privacy Policy, which is fully incorporated herein by this reference. To review, click on [Privacy Policy](#). By continuing to use the Website, You agree to be bound by Our Privacy Policy and all future amendments, modifications, and changes thereto.
8. **Third Party Websites and Content.** The Website may contain, or You may be sent through the Website, links to other websites and ads ("[Third Party Websites](#)"), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("[Third Party Applications, Software, or Content](#)"). Such Third Party Websites and Third Party Applications, Software, or Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by Alta. Alta is not responsible for any Third Party Websites accessed through the Website or for any Third Party Applications, Software, or Content posted on, available through, or installed from the Website, including any content, opinions, privacy practices, or other policies contained in any Third Party Websites or Third Party Applications, Software, or Content. The inclusion of, linking to, or installation of any Third Party Websites or any Third Party Applications, Software, or Content does not imply any approval or endorsement thereof

by Alta. If You decide to leave the Website and access the Third Party Websites or to use or install any Third Party Applications, Software, or Content, then You do so at Your sole risk and cost. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third Party Websites to which You navigate from the Website or include with any application You use or install from the Third Party Websites.

9. **DISCLAIMERS.** YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ALTA AND ITS RELATED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NONINFRINGEMENT, AND USEFULNESS, WITH RESPECT TO ANY SERVICE, THE WEBSITE, ANY WEBSITE CONTENT, OR ANY INFORMATION CONTAINED ON THE WEBSITE (COLLECTIVELY, “WORKS”). THE WORKS ARE PROVIDED “AS IS” AND “AS AVAILABLE.” YOU RELY ON THE WORKS SOLELY AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ANY WORKS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE COULD BE DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THE WORKS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING OR USE OF THE WORKS. ALTHOUGH WE MAY TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO OR THROUGH THE WORKS, WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE WORKS OR MATERIALS THAT MAY BE DOWNLOADED FROM THE WORKS ARE FREE OF SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO ANY OF THE FOREGOING.

10. **LIMITED LIABILITY.** YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT ALTA AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY INJURY, LIABILITY, CLAIM, LOSS, DAMAGE, EXPENSE, COST (INCLUDING ATTORNEYS FEES INCURRED AT TRIAL, ON APPEAL, OR OTHERWISE), DEBT, FINE, CHARGE, OR LIEN, WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS, OR OTHERWISE, THAT ARISES OUT OF OR RELATES TO (A) THIS AGREEMENT, (B) YOUR USE OR INABILITY TO USE THE SERVICE, (C) YOUR USE OF ANY INFORMATION, (D) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA, OR (E) ANY ACTION OR INACTION OF ANY OTHER USER. YOU DO HEREBY WAIVE ANY AND ALL CLAIMS WITH RESPECT TO THE FOREGOING, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY AND ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, (II) YOUR USE OR INABILITY TO USE THE SERVICE, (III) YOUR

USE OF ANY INFORMATION, (IV) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA, OR (V) ANY ACTION OR INACTION OF ANY OTHER USER IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

11. **Indemnification.** You agree to indemnify and hold harmless Alta and its Related Parties from all Claims that arise out of or relate to (i) this Agreement, (ii) Your use or inability to use the Services or Works, (iii) Your use of any information, (iv) any unauthorized access or alteration of Your transmission or data, (v) any action or inaction by any other User.
12. **Choice of Law; Dispute Resolution.** This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the State of Oregon, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of Oregon and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Oregon; and (iv) the parties must submit the dispute to mandatory mediation held in Oregon. Every mediation must be completed within 4 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 4-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.
13. **Waiver.** No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The terms of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.
14. **Cumulative Remedies.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude resort to another or to any other right or remedy provided by law
15. **Final Agreement.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Your consent, We may unilaterally amend or modify this Agreement, in Our sole discretion and without any notice or cause.
16. **Representations.** Each party (“Promising Party”) represents and warrants to the other party that: (i) the Promising Party has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder; (ii) there is no contract or other legal obligation that prevents the Promising Party from

entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder; and (iv) this Agreement is the Promising Party's legally binding and fully enforceable agreement.

17. Electronic Communications. When You visit the Website or send emails to Alta, You are communicating with Alta electronically. As a result, You thereby consent to receive communications from Alta electronically. We will communicate with You by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that We provide to You electronically or post on the Website satisfy any legal requirement that such communications be in writing.

18. Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not be exclusive in its meaning. "Including" means "including, but not limited to." "Herein," "hereunder," and other similar terms refer to this Agreement as a whole and are not limited to the specific section or paragraph where they appear. Plural terms refer to all members of the relevant class, and singular terms refer to one or more members of the relevant class. All pronouns include the masculine, feminine, and neuter pronoun forms. All schedules and exhibits referred to herein are hereby incorporated by reference.

19. Notices. You may contact Alta by writing, calling, or emailing Alta at the street address listed below:

Alta Bicycle Share, Inc.
711 SE Grand Ave.
Portland, OR 97214