

General Conditions of Use and Sale

the Last update: 28 September 2022.

We invite you to read our Privacy Policy and Cookie Policy carefully, to understand how we collect and process your personal data through the Bike Connect services. Bike Connect provides Bike Connect Services under the following terms and conditions ("General Conditions of Use and Sale"). Bikeconnectstores.com is Bike Connect's trading name.

GENERAL CONDITIONS OF USE

We invite you to carefully read these general conditions of use ("General Conditions of Use") before using the Bike Connect Services. By using the Bike Connect Services, you fully accept these General Conditions of Use.

1. PURPOSE

Bike Connect aims to connect authorized dealers with each other in order to be able to exchange bicycles between them. It is important to remember that payments and shipments are managed outside Bike Connect, which is not responsible for their management or for any problems that may arise from these.

Moreover, we also remind you that Bike Connect, and, as a consequence, Imperial s.r.l.s. are not responsible for payments, returns, refunds, availability, and changes as they are completely managed by the vendors outside Bike Connect. For this reason, by using Bike Connect you accept the complete unrespectability of Bike Connect and Imperial s.r.l.s. by any of the above operations.

Bike Connect is a totally free service for retailers since it is paid for by the manufacturers. The Bike Connect staff will take care of creating personal access codes to be distributed among their sellers.

Companies agree to receive invoices electronically. These documents will be appropriately transmitted to the companies following the payment.

2. ELECTRONIC COMMUNICATIONS

When you use the Bike Connect Services or send us e-mails, text messages (SMS), and other communications from your computer or mobile device, you communicate with us in electronic form. We may communicate with you in various ways, for example by e-mail, text message (SMS), in-app notifications, or by posting messages and communications on the site. Without prejudice to the specific provisions of the law of an imperative nature, for the purposes of this contract, you accept that all contracts, notifications, information, and other communications that we provide you in electronic form meet the requirement of the written form when required by law.

2. SUGGESTIONS AND CUSTOMIZATION

As part of the Bike Connect Services, we will suggest features, products, and services, including third-party advertisements that may interest you, and, in addition, we will identify your preferences and personalize your experience.

3. COPYRIGHT AND DATABASE RIGHTS

All content present or made available through the Bike Connect Services in the form of texts, graphics, logos, icon buttons, images, audio files, digital downloads, data, and software collections, are the property of Bike Connect or its content providers and are protected by Italian and international laws on copyright and database rights. The list of all the contents presents or made available through Bike Connect Services is the exclusive property of Bike Connect. It is protected by Italian and international laws on copyright and database rights.

It is not allowed to systematically extract and/or reuse parts of the Bike Connect Services without the express written consent of Bike Connect. In particular, it is not permitted to use data mining, robots, or similar mining or extraction devices (one or more times) to reuse any substantial part of any Bike Connect Services, without our express written consent. You will also not be able to create and / or publish your own database that reproduces substantial parts (e.g. prices and product lists) of the Bike Connect Services without the express wrote consent of Imperial s.r.l.s.

4. BRAND NAMES

All graphic material, logos, page headers, icon buttons, fonts, and service marks included or made available through any of the Bike Connect Services are trademarks or distinctive signs of Bike Connect. Bike Connect's trademarks and distinctive signs cannot be used in relation to products or services other than Bike Connect, in such a way as to generate confusion among customers or in any way that could denigrate or discredit Bike Connect. All other trademarks not owned by Bike Connect that appear on any of the Bike Connect Services are the property of their respective owners, who may or may not be connected, connected to Bike Connect, or sponsored by Bike Connect.

5. LICENSE FOR ACCESS TO BIKECONNECT SERVICES

Provided that you comply with these General Conditions of Use, and the Terms of Service and that you pay any applicable fees, BikeConnect or its content provider grants you a limited, non-exclusive, non-transferable, and non-sublicensable license. to access the BikeConnect Services. This license does not include any right of resale or commercial use of each Bike Connect Service or its contents, nor the right to collect and use product listings, descriptions, or prices, make derivative use of the Bike Connect Services or their contents, make any kind of to download or copy account information for the benefit of another reseller or use data mining, robots, or similar data capture and extraction devices. Terms of Service remain with Bike Connect or its licensors, suppliers, publishers, owners, or other service providers.

It is not possible to reproduce, duplicate, copy, sell, resell, visit or in any other way use the Bike Connect Services for any commercial use in whole or in part without our express written consent. You may not frame or use framing techniques to misappropriate any Bike Connect trademark, logo, or other proprietary information

(including images, text, page settings, or formats) without our express written consent. You may not use any meta tags or any other "hidden text" using the Bike Connect name or trademarks without our express written consent. You must not misuse the Bike Connect Services. You will be able to use the Bike Connect Services exclusively within the limits established by law. Terms of Service will result in the revocation of the authorization or license issued by Bike Connect.

6. YOUR ACCOUNT

You may need your Bike Connect account to use certain Bike Connect Services.

If you use Bike Connect Services, you are required to keep your account and password confidential and control access to your computer and devices and accept, within the limits permitted by the applicable legal provisions, to be held responsible for all activities that will be carried out with your account and password. You undertake to take all necessary precautions to ensure that your password remains secure and confidential and you undertake to notify us immediately if you have reason to believe that any third party knows your password, or if your password is, or is presumably about to be, used in an unauthorized manner. You are responsible for ensuring that the information you provide to us is correct and complete and for immediately notifying us of any changes to the information you have provided to us. You will be able to access your information from the section of the account on the site.

You must not use the Bike Connect Services: (i) in such a way as to cause, or could cause, interruptions, damage, or malfunctions to the Bike Connect Services and its functionalities, or (ii) for fraudulent purposes, or in any case to commit illegal activities, or (iii) to cause a disturbance, prejudice or apprehension.

We reserve the right to prevent access to the Bike Connect Services or to close your account if your behavior constitutes a justified reason for doing so. This will happen, in particular, in the event of a violation of current legislation, applicable contractual provisions, our guidelines, or our policies, all accessible on our site. Despite this limitation or closure, you will be able to continue to have access to the content and services purchased up to that point.

7. REVIEWS, COMMENTS, COMMUNICATIONS, AND OTHER CONTENT

It is allowed to post reviews, comments, and other content, send e-cards and other communications, and submit suggestions, ideas, comments, questions, or other information, as long as the content is not unlawful (i.e. obscene, abusive, intimidating, defamatory, does not violate privacy, intellectual property rights or is not in any other way offensive towards Bike Connect and/or third parties or deplorable and is not or in any case does not contain viruses, political propaganda, commercial solicitations, chain letters, mass e-mails or any other form of spamming). You may not use a fake email address, pretend to be another person or subject, or otherwise lie about the origin of a postcard or other content. We reserve the right to remove or modify such content. If you believe that content, or a sales advertisement published on the site or used as part of the Bike Connect Services, contains a defamatory

statement or that your intellectual property right has been violated by an article or information on the site or used as part of the Bike Connect Services, please contact us and we will promptly respond.

If you decide to publish customer reviews, comments, customer questions or answers, or to submit other content of yours created by you for viewing on the site (which includes images, video, or audio content, hereinafter jointly referred to as "content"), you grant to Bike Connect (a) the non-exclusive and free license to use, reproduce, publish, make available, translate and modify such content anywhere in the world (including the right to sub-license to third parties) and (b) the right to use the name used by you in connection with such content. Your moral rights are reserved.

You will be able to delete your content from public viewing or, where this functionality is provided, change the settings so that your content is only viewed by the people you grant access to.

You declare and warrant that you have, personally or in any other way, the ownership or in any case the availability of all rights relating to the content of what you publish; that, as of the date the content or material is published: (i) the content and material are accurate and relevant; and (ii) the use of the content and material you provide does not conflict with any of the applicable Bike Connect policies and guidelines and that such use does not cause harm to third parties. Except in cases where any liability is attributable to the failure to remove illegal content following the receipt of your undertaking to indemnify Bike Connect from all legal actions taken by third parties against Bike Connect, arising from or otherwise connected with the content and materials you provided.

8. VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS

Bike Connect respects the intellectual property rights of third parties. If you believe that your intellectual property rights have been used in a way that gives rise to possible violations, please contact us at the following email address:
support@bikeconnectstores.com

9. THIRD PARTY ACTIVITIES

Subjects other than Bike Connect manage shops, provide services or sell product lines on this site. We are not responsible for the control or evaluation of these commercial operators or these subjects or the content of their sites / virtual shops, nor do we offer guarantees on their sales proposals. Bike Connect cannot in any way be held responsible for the actions, products, and contents of all these subjects or any third party. You will be able to notify us when a third party is involved in your transactions, and we will be able to share information relating to transactions with these parties. We encourage you to carefully review their privacy policies and other terms of use.

10. THE ROLE OF BIKE CONNECT

BikeConnect allows authorized third-party sellers to view, search, and exchange products on bikeconnectstores.com It also allows everyone to see the availability

and public prices of each shop's bicycles. As the provider of the e-commerce site, Bike Connect facilitates the exchanges that occur on the site but are not part of the contract for the sale of the goods sold by these third-party sellers. Bike Connect, therefore, remains extraneous to this contract, which exists exclusively between the buyer and the seller. Bike Connect assumes no responsibility for the sales contract and its correct execution, and does not act in any way as an agent of the seller. The seller is solely responsible for the sale of the products and for the management of disputes with the buyer.

11. OUR RESPONSIBILITY

We will do our best to ensure that access to the Bike Connect Services is provided uninterrupted and that transmissions take place without errors. However, due to the nature of the Internet, uninterrupted access and the absence of transmission errors cannot be guaranteed. In addition, your access to the Bike Connect Services may also be occasionally suspended or limited to allow for repairs, maintenance, or the introduction of new activities or services. We will attempt to limit the frequency and duration of these suspensions and limitations.

Bike Connect will not be liable for (i) losses that are not a consequence of our breach of these general conditions or (ii) for any loss of business opportunity (including lost profits, revenues, contracts, presumed savings, data, goodwill, or unnecessarily incurred expenses) or (iii) any other indirect or consequential loss that was not reasonably foreseeable, either by you or by us, at the time you started using the Bike Connect Services.

We will not be responsible for any delay or non-fulfillment of the obligations set out in these general conditions if the delay or non-fulfillment derives from unforeseeable circumstances or due to force majeure. This provision does not affect your rights deriving from the law and in particular your right to receive the purchased goods within a reasonable time or to be reimbursed in the event of non-delivery due to circumstances arising from unforeseeable circumstances or due to force majeure. The legal provisions in force in some states may prohibit the limitations of liability indicated above. In the event that these provisions are applicable, the limitations of liability indicated above will not take effect and further rights may be recognized.

12. APPLICABLE LAW AND JURISDICTION

These General Conditions of Use are regulated and must be interpreted in accordance with Italian laws (with the exception of the provisions on conflict of laws) and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. If you are a consumer and have your habitual residence in the European Union, you could benefit from the additional protections provided by the mandatory regulations of your country of residence. You accept, and we accept in turn, to submit to the jurisdiction of the Italian courts. As a consumer, you will be able to take action before the Courts or the Member State of the European Union in which you are resident or domiciled to promote a dispute in relation to these General Conditions of Use.

The European Commission provides a platform [for online dispute resolution](#), which you can access via this link: <https://ec.europa.eu/consumers/odr/>. Should you wish to bring an issue to our attention, please contact us.

13. CHANGES TO THE SERVICE OR CHANGES TO THE CONDITIONS

We reserve the right to modify the Bike Connect Services, the policies, these General Conditions of Use, and the Terms of Service at any time to offer new products or services or to adapt to legal and regulatory provisions. You will be subject to the policies and terms of the General Conditions of Use from time to time in force at the time you use the Bike Connect Services. If any provision of these conditions is deemed invalid, null, or for any reason unenforceable, this condition will in any case not affect the validity and effectiveness of the other provisions.

14. WAIVER

In the event of your non-fulfillment of these General Conditions of Use, our failure to exercise the right to act against you does not represent our waiver to act for the violation of the obligations undertaken by you.

15. MINORS

We do not sell products to minors. We sell children's products that can only be purchased by adults. If you are under the age of 18, you can only use Bike Connect Services with the involvement of a parent or guardian.

16. OUR CONTACTS

This site is owned and operated by Imperial srls.

Imperial srls:

Imperial srls, via Cerri, 71/73, 54011, Aulla MS; Share capital: 5000 EUR, REA number: MS - 140967; VAT number: 01437810458

E-mail: support@bikeconnectstores.com

17. NOTIFICATION FORM AND PROCEDURE FOR REPORTING VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS

If you believe that your intellectual property rights have been infringed write to support@bikeconnectstores.com. Once we have received a report, we will be able to take various actions. For example, we may remove the information of an article or article, and close an account in case of repeated violations where the conditions are met. All these actions are undertaken without this implying admission of responsibility and without prejudice to any of our rights, remedies, or defense, which we expressly reserve the right to exercise. This includes sending the report to the subjects involved in the preparation of the content deemed illegal. You undertake to indemnify Bike Connect from all third-party actions against Bike Connect deriving from or connected with the sending of a report.

20. ADDITIONAL TERMS FOR BIKE CONNECT SOFTWARE

1. **Use of Bike Connect Software.** You may use the Bike Connect Software only for the purpose of using the Bike Connect Services within the limits of the General Terms of Use, these Additional Terms for the Bike Connect Software, as well as the Terms of Service. You may not incorporate a portion of the Bike Connect Software into your programs or compile portions thereof in combination with your programs, you may not transfer the Bike Connect Software for use in connection with another service, or sell, rent or lease, distribute or lease, sublicense, or otherwise assign any rights in the Bike Connect Software in whole or in part. You may not use Bike Connect Software for any illegal purpose. We may cease providing the Bike Connect Software and may terminate your right to use the Bike Connect Software at any time. Your right to use the Bike Connect Software will be automatically revoked, without notice from us, if you fail to comply with the provisions of these Additional Terms for Bike Connect Software, the General Terms of Use, or the Terms of Service. The Bike Connect Software may be subject to additional third-party terms and conditions, contained or distributed in conjunction with certain Bike Connect Software (or software incorporated into the Bike Connect Software) set forth in related documentation. These provisions will prevail in case of conflict with the General Conditions of Use. The software used in Bike Connect Services is owned by Bike Connect or its software suppliers and is protected by the United States and international copyright laws. without any notice from us, in the event of your failure to comply with the provisions of these Additional Terms for Bike Connect Software, the General Conditions of Use, or the Terms of Service. The Bike Connect Software may be subject to additional third-party terms and conditions, contained or distributed in conjunction with certain Bike Connect Software (or software incorporated into the Bike Connect Software) set forth in related documentation.

2. **Use of third-party services.** When you use Bike Connect Software, you may also use services provided by third parties, such as wireless service providers or a mobile phone platform. The use of services provided by third parties may be subject to the policies, conditions of use, and tariffs of such parties.

3. **Prohibition of "reverse engineering".** You may not copy, modify, reverse engineer, decompile or disassemble or otherwise intervene in the Bike Connect Software in whole or in part or create derivative works from or of the Bike Connect Software, or encourage, assist or indulge any other object to make such activities.

4. **Updates.** In order to keep the Bike Connect Software up to date, we may provide automatic or manual updates at any time and without notice.

We encourage you to read these terms carefully before using Bike Connect Services. By using Bike Connect Services, you fully accept these terms.

21. **RIGHT OF WITHDRAWAL AND RETURN POLICIES BIKE CONNECT**

BikeConnect does not take the burden of managing withdrawals and returns. This management must be agreed upon in advance by the parties to the exchange.

22. PRICES AND AVAILABILITY

All prices are inclusive of VAT applicable by law.

Information on the availability of the products we sell is listed on the site, as well as on the presentation page of each product. In addition to the information provided on this page or elsewhere on the site, we are unable to give more precise information regarding the availability of products.

Despite all our efforts, it cannot be excluded that for a small part of the products in our catalog a different price from the actual one is indicated by mistake. In any case, the vendors will take care of the correctness of the prices of the products during the process of verifying the order and subsequent shipment of the products. If due to misunderstandings or other inconveniences, the price indicated on the site should be different, you will be contacted and you can choose whether to continue the purchase or not.

23. APPLICABLE LAW AND JURISDICTION

These General Conditions are governed by and must be interpreted in accordance with Italian laws (with the exception of the provisions on conflict of laws) and the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You also accept, and we accept in turn, to submit to the non-exclusive jurisdiction of the Italian Courts. As a consumer, you will be able to take action before the Italian Courts or the European Union Member State in which you are resident or domiciled to promote a dispute in relation to these General Conditions of Sale. If you are a consumer and have your habitual residence in the European Union,

24. CHANGES TO THE GENERAL CONDITIONS OF SALE

We reserve the right to modify the site, policies, and these General Conditions of Sale at any time to offer new products or services or to comply with legal or regulatory provisions. You will be subject to the policies and terms of the General Conditions from time to time in force at the time you order products from us unless any changes to these policies and terms are required by applicable law or competent authorities (in which case, they will also apply to orders you have previously placed). If any provision of these conditions is deemed invalid, null, or for any reason unenforceable, this condition will in any case not affect the validity and effectiveness of the other provisions.

6. WAIVER

In the event of your breach of these General Conditions, our failure to exercise the right to act against you does not represent our waiver of action for the breach of commitments undertaken by you.

7. MINORS

We do not sell products to minors. We sell children's products that can only be purchased by adults. If you are under the age of 18, you can only uBike Connect with a parent or guardian involved.

8. OUR CONTACTS

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Address: Via Cerri, 71, 54011 Aulla MS

E-mail: support@bikeconnectstores.com