

# SunnyBiker

## Terms & Conditions

### Premises and amendments

These Terms & Conditions constitute a legally binding agreement (hereinafter “**Agreement**” or “**Terms**”) between You, (“**User/s**” or “**You**”) and Sunny Biker Srl (“**SunnyBiker**” or “**We**”). SunnyBiker Srl is a private company with its registered office at Via Della Guastalla, 5, Milan (MI), 20122, Italy, VAT N° IT13375310961. By creating an account, You accept to be bound by (i) this Agreement and (ii) the Privacy Policy. The date on which You accept this Agreement is the commencement of this Agreement’s effectiveness (the “**Effective Date**”). You may review the Agreement at any time via the link in the specific section of the App. Every now and then, we may update the Terms and show them to You again. If You keep using our services, it means You’re okay with the changes. However, if You don’t agree with the renewed version of the Agreement, please stop using the services.

### Description of the App and offered service

SunnyBiker (hereinafter, the “**App**”) is designed for motorcycle enthusiasts, offering a platform tailored to enhance their riding experiences through personalized route suggestions, community engagement, and resources for exploring their passion. The App provides tailored services based on the type of User: i) natural persons aged 18 or older at the time of registration (“**Bikers**”); legally incorporated associations or equivalent non-profit entities promoting bikers-related activities - commonly referred to as Motorclubs (“**Motorclubs**”).

### Registration and Account creation for Bikers

Bikers can create a personalized profile to access and select routes and trip suggestions tailored to their indicated preferences. Through third-party integrations, the App provides information such as road directions, weather conditions, geographical details (such as elevation), and other relevant data on bike routes. Selected routes can be automatically integrated into commonly used navigation systems, such as Google Maps or Apple Maps (collectively referred to as the “**Service**”). To use the App, Bikers need to download it from Google Play or Apple App Store. After downloading, Bikers are required to sign up and create a personal profile (“**Account**”) by filling out the registration form with the necessary information. Bikers are solely responsible for ensuring the accuracy and timeliness of the information they provide. Once an Account is created, Bikers can log in at any time using their credentials. Registration is currently capped at a limited number of users, based on a first-come,

first-served basis. Any registration attempts made after the user limit has been reached will be automatically denied.

## Public profile for Motorclubs

Motorclubs can promote their organizations by maintaining a public profile (“**Public Profile**”) on the App. This profile may include the Motorclub’s location, links to its website or other relevant resources, and its logo or identifying visuals. Motorclubs do not have login access to the App, cannot interact with Bikers or other Users, and are strictly prohibited from using the App for commercial activities, advertisements, or any purposes unrelated to their organizational representation. Motorclubs may request registration on the App by submitting a separate form (“**Registration Request**”). Motorclubs are solely responsible for ensuring the accuracy and timeliness of the information provided in the Registration Request. Once the Registration Request is submitted, SunnyBiker will review it and decide at its sole discretion whether to approve the registration after a thorough evaluation. Upon acceptance, SunnyBiker will create a Public Profile on the App.

## Users’ obligation

By accepting these Terms, You agree to use the App responsibly and in compliance with all applicable laws and regulations. While using the App or any information derived from it, You must remain aware of your surroundings and drive safely. You acknowledge that your use of the App is at your own risk and agree not to use the App in connection with any activity that violates applicable laws, regulations, or the instructions outlined in this Agreement.

In particular, You are obligated to:

- a. Drive in full compliance with all applicable road traffic laws and rules;
- b. Keep your Account credentials confidential and do not disclose them, directly or indirectly, to any third party, thereby preventing improper or unauthorized use. You remain fully responsible for all activities conducted through your Account;
- c. Provide accurate, truthful, and complete information during registration and use of the App;
- d. Respect and comply with all applicable laws and regulations when using the App;
- e. Follow all Guidelines, instructions, recommendations, and other indications provided by SunnyBiker regarding the proper use of the App.

By the same token, You agree not to, and shall refrain from:

- a. Compromise the App’s security or functionality in any way;
- b. Damage, disable, or interfere with the App’s normal operation;
- c. Extract, scrape, or collect any content, data, or user information from the App without authorization;
- d. Use malware, automated tools, or other unauthorized methods to access or interact with the App;
- e. Reverse engineer, decompile, or tamper with the App’s software or security features;

- f. Bypass or disable any protective measures implemented by SunnyBiker or third parties;
- g. Attempt to scan, test, or breach any SunnyBiker system or network;
- h. Send false, deceptive, or harmful communications using the App;
- i. Flood, spam, or otherwise disrupt the App or its users;
- j. Alter or remove any notices, warnings, or links displayed within the App;
- k. Create fake Accounts or use automated means to create Accounts;
- l. Encourage or help others to engage in any of these prohibited activities.

## **Suspension of the Account and Termination**

SunnyBiker reserves the right, at its sole and reasonable discretion, to suspend, restrict, or otherwise block a User's access to the App without prior notice in the following circumstances:

- a. When SunnyBiker suspects fraud or misuse of the App by the User; or
- b. When SunnyBiker suspects any other unlawful activity associated with the User's Account.

In addition, SunnyBiker has the right to unilaterally declare the Agreement terminated, and delete the Account or Public Profile without prejudice to compensation for damages, in case You result in a breach of the Agreement, and in particular of sections 5 and 10 of the present Terms. Bikers can terminate the Agreement at any time by deleting their Account via the specific section in the App menu. Motorclubs can terminate the Agreement at any time by communicating their decision to SunnyBikers.

By deleting their Account, Motorclubs recognize that any advantage or other kind of benefit acquired but not enjoyed in connection with the use of the App via the deleted Account will be considered irrevocably lost.

## **Communications**

All communications between the Parties in connection to, or in relation, to the Agreement, will be considered valid only when:

- a. Sent to [amministrazione@sunnybiker.com](mailto:amministrazione@sunnybiker.com) when coming from the User to SunnyBiker;
- b. Sent to the email address that the User has indicated while registering when coming from SunnyBiker to the User.

## **Service Availability and Accuracy**

WE DO NOT GUARANTEE THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE CONSTANTLY AVAILABLE, UNINTERRUPTED, SECURE, OR ERROR-FREE, OR THAT THE SITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY.

SUNNYBIKER DOES NOT WARRANT THAT THE APP WILL BE SUITABLE FOR ANY PARTICULAR PURPOSE OR THAT THE RESULTS OBTAINED FROM THE USE OF THE APP

WILL BE ACCURATE OR RELIABLE. YOU AGREE TO INDEMNIFY AND HOLD THE COMPANY HARMLESS FROM ANY CLAIMS, DAMAGES, OR LIABILITIES ARISING OUT OF OR RELATED TO THE USE OF THE APP.

SunnyBiker strives to ensure that the App contains up-to-date information. However, SunnyBiker assumes no responsibility for the accuracy of information provided by third parties, including but not limited to weather conditions, road conditions (including possible closures), or similar information. SunnyBiker will not be held liable for any delay or failure to perform its obligations under this Agreement due to unforeseeable circumstances or force majeure. Additionally, SunnyBiker is not liable for failures caused by:

- a. Hardware, software, or other components not provided by SunnyBiker;
- b. Non-compliance by the User with the Agreement, including updates or changes indicated by SunnyBiker.

## **Limitations of Liability and Disclaimers**

YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE APP AND AGREE TO USE THE APP AT YOUR OWN DISCRETION AND RISK. ACCORDINGLY, WE DISCLAIM ALL WARRANTIES AND CONDITIONS REGARDING THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, AND NON-INFRINGEMENT. IF YOU BECOME DISSATISFIED WITH THE APP OR SITE FOR ANY REASON, YOUR ONLY SOLUTION IS TO DISCONTINUE USING THE APP.

EXCEPT IN CASES OF WILLFUL MISCONDUCT AND GROSS NEGLIGENCE, SUNNYBIKER ASSUMES NO LIABILITY FOR DIRECT OR INDIRECT DAMAGES SUFFERED BY THE USER AND/OR THIRD PARTIES RESULTING FROM THE USE AND/OR NON-USE OF THE APP. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER SUNNYBIKER NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE APP OR ITS CONTENT WILL BE LIABLE TO THE USER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, DEVICE DAMAGE OR SYSTEM FAILURE, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, OR FROM THE USE OF OR INABILITY TO USE THE APP, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT SUNNYBIKER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL SUNNYBIKER'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, AN EVENT, OR FROM THE USE OF OR INABILITY TO USE THE APP EXCEED ONE HUNDRED EUROS (€ 100). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SUNNYBIKER AND THE USER.

# Intellectual Property

The App as well as the related copyrights and any other intellectual and/or industrial property rights pertaining to the trademark SunnyBiker (“**Trademark**”), including but not limited to text, graphics, designs, logos, icon buttons, images, audio files, digital downloads, data and software collections, directories or other databases, domain names, other distinctive signs, patents for invention and utility model and related applications, registered designs, unregistered designs, copyrights and related rights, software and database rights, secret information, as well as any other intellectual property and/or intangible exploitation right provided for by any applicable law (“**IP Rights**”) and any future development or update thereof, are and shall be the exclusive property of SunnyBiker.

The present Agreement grants a limited, non-exclusive, non-transferable, non-sublicensable, and personal license to access and use the App subject to Users' acceptance and full compliance with them.

Users shall not claim any rights with respect to the ownership and/or the right of economic exploitation of the IP Rights and shall refrain from engaging in any act or omission that may impair the IP Rights in any way.

The use of the IP Rights and the Trademark in connection with any activity, product or service that may cause confusion, dilute or tarnish the IP Rights, the Trademark or the owner thereof is expressly prohibited. By way of example and not limitation, the following is prohibited:

- a. modifying the IP Rights and Trademark in any way, including, without limitation, shapes, designs, attributes or colour schemes;
- b. attempting to appropriate a trademark, copyright or otherwise acquire additional intellectual property rights in any way related to the IP Rights;
- c. post, publish, submit, transmit or otherwise use in relation to the App and its functionalities any content that infringes, misappropriates, or violates a third party's patent, copyright, trademark, trade secret, moral rights, or other intellectual property rights, or rights of publicity or privacy;
- d. use any meta tags or other hidden text or metadata utilizing a SunnyBiker trademark, logo, URL, or product name without SunnyBiker's express written consent;
- e. using IP Rights or any part thereof in a manner or in connection with text, images, video or other forms of media in such a way as to:
  - i. be racist or discriminatory;
  - ii. threaten, advocate or depict acts of cruelty, hatred, intolerance, violence;
  - iii. be offensive or express explicit content that is or could be considered inappropriate, unsuitable or offensive;
  - iv. encourage or depict irresponsible or illegal use of alcoholic beverages, nicotine, tobacco, marijuana, drugs or controlled substances, including use by minors;
  - v. promote, encourage or refer to unlawful or inappropriate driving behaviours or that in any way can represent an irresponsible way of conducting vehicles;
  - vi. infringe the intellectual property rights or privacy rights of others;
  - vii. be or may be illegal or otherwise in violation of or contrary to any applicable federal, state, or local law, regulation, or ordinance;
  - viii. refer to, represent, or in any way negatively reflect SunnyBiker.

## **Data processing**

The personal data You provide will be processed by SunnyBiker in compliance with the General Data Protection Regulation ("GDPR") and as detailed in our [Privacy Policy](#), which can be accessed at any time.

## **Severability and waiver**

If any provision of the Agreement is held invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of the Agreement will remain in full force and effect. You may not assign or transfer the Agreement, by operation of law or otherwise, without SunnyBiker's prior written consent. Any attempt by You to assign or transfer the Agreement, without such consent will be null. SunnyBiker may freely assign or transfer the Agreement without restriction, and the transferor or assignor shall not remain jointly and severally liable. Subject to the foregoing, the Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns. SunnyBiker's failure to enforce any right or provision of the Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of SunnyBiker. Except as expressly set forth in the Agreement, the exercise by either party of any of its remedies under the Agreement will be without prejudice to its other remedies under the Agreement or otherwise.

## **Applicable Law and Jurisdiction**

The Agreement is governed by Italian law, and for any dispute arising in consequence or in connection or relation to the Agreement, the court of Milan, Italy, is competent, unless the consumer jurisdiction and related court are deemed applicable. Users residing in the states belonging to the European Union who qualify as consumers, pursuant to and for the purposes of Article 14 of EU Regulation No. 524/2013, have the possibility to resort to the Online Dispute Resolution (ODR) procedure for the resolution of disputes arising in connection with the Agreement, which is accessible at the following link: <https://webgate.ec.europa.eu/odr>.