



## **Website Terms and Conditions**

### **Use of Our Website**

When you access and use this website ("Website"), you acknowledge that you have read, understand, accept and agree to be bound, without exception, by these Terms and Conditions, which form a contract between Cycling BC and users of this Website. We reserve the right to update and revise these Terms and Conditions and the content of this Website and to post such revisions on this Website from time to time. You also agree to be bound by such revisions.

If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.

### **Governing Law and Jurisdiction**

By accessing this Website, you agree to be bound by the laws of British Columbia and Canada as applicable, which laws will govern these Terms and Conditions and apply to any and all issues regarding this site. Any action relating to these Terms and Conditions or use of this Website, and our Privacy Statement, shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

Access to this Website from locations where the content is illegal is prohibited. You are solely responsible to determine whether your use of this Website is lawful, and you must comply with all laws applicable in your jurisdiction.

### **Viruses**

Cycling BC has no responsibility or liability for any damages to or viruses that may infect your computer equipment or other property as a result of your use of this Website.

### **Monitoring, Disclosure**

We have no obligation or liability to monitor this Website, however we may monitor the Website and from time to time disclose any information as necessary to satisfy any legal request.

### **Submissions to this Website**

All questions, comments, suggestions and other communications collectively ('Submissions') provided by a visitor to this Website or regarding the content thereof shall be deemed to be non-

confidential and Cycling BC has no obligation of any kind with respect to any such Submission, and shall be free to reproduce, use, disclose and distribute any such Submission or otherwise without limitation. Furthermore, Cycling BC shall be free to use any ideas, concepts, techniques, or know-how contained in any such Submission in our discretion for any purpose, including but not limited to development and marketing products or offering services which incorporate such information.

From time to time you may be required to submit information through this Website. All information you provide through this Website must be true, accurate and complete as we will rely upon the information you provide. If you submit incorrect or incomplete information, you will be responsible for any loss, damage, or additional costs you or others may incur as a result.

### **Non-endorsement of Third Party Businesses**

The information provided on this Website is for information and reference only. Cycling BC does not provide any endorsement or recommendation of any third party's product, facility, business or event identified on this Website or make any claims, representations or warranties as to their reliability, financial condition or suitability for a particular purpose, unless specifically and expressly stated.

### **Links to Other Websites**

There may be hyperlinks to other websites on this Website, and these linked sites which are not under the control of Cycling BC, should not in any manner be construed as having any affiliation with or endorsement, representation or warranty by us of such website or entity or its respective products, services, information, materials, opinions or links to other websites, unless specifically and expressly stated. We do not review or monitor such websites and we are not responsible or liable for the content or accuracy thereof. The reproduction and use of and reliance upon of any content linked to is completely at your own risk and is subject to the conditions that the respective website owners may impose. You are encouraged and advised to review the posted terms and conditions and privacy policies of all websites you visit.

### **Disclaimer**

Although Cycling BC makes every effort to ensure that information presented here is accurate, this Website is provided on an "as is" basis. All content is provided "as is" without any representation, warranty or condition of any kind, either express, implied, or statutory including, but not limited to, implied representations, warranties or conditions of merchantability, fitness for a particular purpose, durability, title, non-infringement of intellectual property rights, or inter-operability of products and services. Your use of this Website is at your own risk. Neither Cycling BC nor any of our partners, suppliers or affiliates or any other party involved in creating, producing, or delivering this Website is liable for any errors or omissions in the content of the Website nor for any direct, special, incidental, consequential, indirect, or punitive damages arising out of or in any way related to (a) any errors in or omissions on, or from this Website, including but not limited to technical inaccuracies and typographical errors, (b) any third party websites or content therein directly or indirectly accessed through links in this Website, including but not limited to any errors in or omissions contained therein, (c) the unavailability of this Website or any portion thereof, (d) your use of this Website or the information contained thereon, or (e) your use of any equipment or software in connection with this Website.

## **Indemnity**

By accessing this Website, you agree to defend, indemnify and hold Cycling BC and all of its agents, directors, employees, partners, suppliers, affiliates and related companies harmless from any and all liabilities, costs and expenses, related to any claim or demand arising out of any violation of these Terms and Conditions by you, or in connection with your use of this Website or its content.

## **Limitations of Liability**

Cycling BC will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website.

Cycling BC to the extent that the website is provided free-of-charge, for any direct loss; for any indirect, special or consequential loss; or for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Cycling BC has been expressly advised of the potential loss.

## **Unlawful and Prohibited Use**

As a specific condition of your use of this Website, you explicitly agree not to use it for any purpose that is unlawful or prohibited by these Terms and Conditions. You agree not to use the Website in any way that could damage, disable, overburden, or impair the Website, or interfere with anyone else's use of it. You will not attempt to gain unauthorized access to our computer systems or networks connected to our organization, through hacking, password mining or any other means. You will not attempt to reverse engineer any portion of the Website or attempt to infringe the intellectual property rights of others in any way. You will not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

## **Termination of Website User Access**

If you breach any provision of these Terms and Conditions, you may no longer access or use this Website or its content. We in our sole discretion may terminate your right to use this site or its content at any time, for any reason, without any notice to you and without any liability to you or any other person. If we terminate your right to use this Website, these Terms and Conditions will nevertheless continue to apply and be binding upon you in respect of your use of this site prior to the termination of these Terms and Conditions, any information or materials obtained by you from this site, and anything connected with, relating to or arising from those matters.

If you have any questions about this Website, please e-mail us.

## **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or

limit Cycling BC liability in respect of any: death or personal injury caused by Cycling BC negligence; fraud or fraudulent misrepresentation on the part of Cycling BC; or matter which it would be illegal or unlawful for Cycling BC to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.

### **Other Parties**

You accept that, as a limited liability entity, Cycling BC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Cycling BC's officers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Cycling BC officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Cycling BC.

### **Unenforceable Provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Social Media Terms of Use**

Cycling BC uses Facebook, YouTube, Vimeo, Twitter and other social media tools to share information about Cycling BC and to communicate with its customers and stakeholders. Cycling BC welcomes all comments, opinions, questions, and feedback which relate to Cycling BC and which comply with these 'Terms of Use'.

### **Rules and Guidelines regarding Posting**

Subject to these Terms of Use, Cycling BC allows comments and other content from users to appear on or through its social media sites, including without limitation its Facebook pages, Twitter, and Vimeo/You Tube channels. Following are the Rules and Guidelines regarding posting:

Cycling BC will make reasonable efforts to delete, or determine not to post, comments that, as determined by Cycling BC in its sole discretion, are not related to Cycling BC's activities, promote or advertise services or products, or defame or may defame or otherwise discredit in any manner Cycling BC or any other person.

Cycling BC will make reasonable efforts to delete comments that contain abusive, vulgar, offensive, threatening or harassing language, personal attacks of any kind, or terms (offensive or otherwise) that target specific individuals or groups, comments that identify a third party, make false or unsubstantiated allegations, or may be discriminatory, misleading, defamatory, slanderous or libellous.

The content of all comments may be released into the public domain, so a user should not submit anything he or she does not wish to be made available to the general public.

Users should not post personally identifiable information. Cycling BC will make reasonable efforts to delete comments containing such information.

Cycling BC will make reasonable efforts to delete comments that breach or may breach any Cycling BC policy or terms of use (including these Terms of Use) or breach or may breach any law, statute or regulation.

To protect your privacy and the privacy of others, please do not include phone numbers or email addresses in the body of your comment. Click [here](#) to go to our privacy policy.

### **Content Removal and other Remedies**

Cycling BC reserve the right at any time without notice to refuse to post comments or to delete comments which we determines do not comply with these Terms of Use. Cycling BC asks that any user who sees a comment or content that the user thinks does not comply with these Terms of Use notify us. Anyone acting contrary to these Terms may be temporarily or permanently excluded from the dialogue spaces on our site.

No remedy herein conferred upon or reserved in favour of shall exclude any other remedy existing at law or in equity or by statute, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing.

### **Disclaimers and Agreements**

Each user agrees not to upload viruses or other malicious code, and not to facilitate or to encourage any violations of these Terms of Use.

By posting comments each user gives Cycling BC permission to use and distribute those comments. For any comments posted that is covered by intellectual property rights ("IP Content"), the user specifically grants Cycling BC the non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use IP Content in any manner (including without limitation the right to copy, distribute and make derivative works). The user confirms, represents and warrants that the user has the right without restriction to post all comments (including without limitation all links) posted by the user, and that such comments do not abuse or infringe the intellectual property or other rights of any other person.

Each user who submits comments is fully responsible for the comments posted. Cycling BC is not responsible for such comments nor for any information, references, links, opinions, claims, or advice in such comments, nor to collect, review, use, update, edit, retain, return, dispose of, share, circulate, act on, consider, or respond to, any such comments.

Cycling BC does not verify the accuracy of any aspect of posted content and does not review references or links in any content and is not responsible for any content of any document referred to or in a site to which a link leads.

We don't automatically 'friend' or 'follow' and a decision to 'friend' or 'follow' a user does not constitute endorsement of comments, content, position, or perspective. Further, any sharing or re-tweeting of links on the part of Cycling BC does not equate to endorsement.

Social media sites, tools or channels are or involve third-party service providers for Cycling BC and which are not affiliated with Cycling BC. Users are encouraged to read the terms and conditions of use and the privacy policy of each relevant social media site, channel or third-party service provider.

By using any of Cycling BC's social media sites, tools or channels (including without limitation by posting any comment or content), each user agrees to indemnify Cycling BC regarding and

to hold Cycling BC harmless from any liability, loss, damage or expense, including without limitation professional and other fees and expenses, arising out of such user's use of any Cycling BC social media site or channel and any comments or content posted.

Cycling BC disclaims any liability for any loss or damage resulting from any comments posted. Cycling BC's social media sites or channels may not be used for the submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process, or for the exhaustion of any legal and/or administrative remedy. Communications to Cycling BC made via social media platforms will in no way constitute an official notice to Cycling BC or any official or employee of Cycling BC for any purpose.

Anyone acting contrary to these rules may be temporarily or permanently excluded from the dialogue spaces on this site.

### **Facebook**

Cycling BC's Facebook site is not hosted by us and thus our privacy policy does not apply. The privacy policy for Facebook site may be found at [www.facebook.com/about/privacy/](http://www.facebook.com/about/privacy/). Facebook is a public website and therefore Cycling BC disclaims any liability for any loss or damage resulting from any comments posted on Cycling BC's Facebook website. A user should not share private information that the user does not want to make available to others. As with other social media platforms, our Facebook pages may not be used for the submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process, or for the exhaustion of any legal and/or administrative remedy.

We manage our Facebook account as a portal for information from Cycling BC. However, information posted on Facebook is not official policy of Cycling BC and will in no way grant anyone any rights, privileges, or standing on any matter. All information should be verified through official channels at Cycling BC. Use of our Facebook site is subject to our Social Media Terms of Use.

Communications to Cycling BC made via social media platforms will in no way constitute an official notice to us or any official or employee of Cycling BC for any purpose.

### **Vimeo/YouTube**

Cycling BC's Vimeo site is not hosted by us and thus our privacy policy does not apply. The privacy policy for Vimeo may be found at <https://vimeo.com/privacy>. We retains records of the content on Cycling BC portion of our Vimeo site. These records may include user comments and any personally identifiable information a user shares with Cycling BC. A user should not share private information that the user does not want to make available to others. This forum may not be used for the submission of any claim, demand, informal or formal complaint, or any other form of legal and/or administrative notice or process, or for the exhaustion of any legal and/or administrative remedy. Use of ours Vimeo site is subject to Cycling BC's Social Media Terms of Use.

Communications to Cycling BC made via social media platforms will in no way constitute an official notice to Cycling BC or any official or employee of Cycling BC for any purpose. Information about Cycling BC activities and other methods to communicate with us are available on our website.

### **Ownership and Use of Copyright and Trademarks**

**Copyright:** All of the content contained on this Website, including but not limited to information, text, logos, graphics, images, and other elements, is owned exclusively by Cycling BC or, as applicable, its affiliates and partners, and are protected under the copyright laws of Canada and other countries and by international treaties. All rights are reserved. Products, process or

technologies described on this Website may also be subject to intellectual property rights reserved by Cycling BC. This Website and the content thereof may not be copied, reproduced, republished, uploaded, downloaded, posted, transmitted, modified or distributed in any way, in whole or in part, without the express prior written permission of Cycling BC and any infringement of Cycling BC's rights or those of others will result in appropriate legal action. Copyright and other relevant intellectual property rights exist on all text relating to the Company's services and the full content of this website.

**Trademarks:** Trademarks are valuable assets and any unauthorized use or infringement of the associated rights is taken very seriously by Cycling BC. All names, marks, brands, titles, slogans, logos, graphics, trade names, designs and other designations contained within this Website are registered and unregistered trademarks or official marks ("Trademarks") of Cycling BC and, in some cases, other parties.

Cycling BC enforces their intellectual property rights to the fullest extent of the law. The name of Cycling BC or its logo, may not be used in any way, including in advertising, without our prior written permission. Nothing contained on this Website should be construed as granting, by implication, estoppel, or otherwise, any license or permission or other right to use any Trademark displayed on this Website without the written permission of Cycling BC. Unauthorized use of any Trademark, or any other content owned by Cycling BC or others and displayed on this Website, is strictly prohibited.

## **Twitter Terms and Conditions**

### **Content**

If you follow us, you can expect tweets covering some or all of the following:

- Information about our programs, events or projects
- Alerts about new content on our other digital channels (news, publications, videos on Vimeo, YouTube, interviews, campaigns, etc.)
- Information from our team about what we're doing

### **Following**

If you follow us on Twitter we may follow you back. Being followed by us does not imply endorsement of any kind.

### **@Replies and Direct Messages**

We welcome feedback and ideas from all our followers, and endeavour to join the conversation where possible. However, we may not be able to reply individually to all the messages we receive via Twitter.

We read all @replies and Direct Messages and ensure that any helpful suggestions are passed to the relevant people in our organization.

The usual ways of contacting us for official correspondence are detailed in the Contact Us section of our website.

### **Privacy**

For further information on how personal information is collected on this website and used, please refer to our [Privacy Statement](#).