

**MEMBERSHIP AGREEMENT, PRIVACY & TERMS
and CONDITIONS FOR ANY AFFILIATE SITE OF
cyclingdvds.com, LLC**

PLEASE READ THIS DOCUMENT CAREFULLY. CyclingDVDs.com, LLC (Cycling Fusion® & The Training Center & Ride Journal & iClass Builder) are online fitness and indoor cycling communities located at CyclingFusionTrainingCenter.com/trainingcenter, CyclingFusionTrainingCenter.com/ridejournal and CyclingFusionTrainingCenter.com/iclassbuilder respectively with related mobile applications and desktop applications, (collectively, "Cycling Fusion").

By registering as a member or by using any of the above sites, you accept these Terms of Service ("Agreement"), acknowledge the privacy policies and together this forms a binding agreement between you and CyclingDVDs.com, LLC. If you do not wish to be bound by this Agreement, do not use The Training Center.

Terms of Service

IMPORTANT — THIS AGREEMENT ("AGREEMENT") IS A LEGAL AGREEMENT BETWEEN YOU (EITHER AN INDIVIDUAL OR ENTITY) ("YOU" or "YOUR") AND CYCLINGDVDS.COM, LLC ("CYCLING FUSION"). BY USING THE SERVICE HEREIN DESCRIBED AND ANY ACCOMPANYING SOFTWARE ("SOFTWARE"), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

1. Agreement with cyclingdvds.com, LLC.

Your use of cyclingdvds.com, LLC's Affiliate Site Membership ("Membership") is governed by this Agreement. Cycling Fusion™ is a trademark of Cyclingdvds.com LLC, located at 1 Alpha Drive East, Pittsburgh, PA 15238

Our corporation cyclingdvds.com, LLC has DBAs and affiliate sites that include Cycling Fusion®(www.cyclingfusion.com), Ride Journal (www.cyclingfusiontrainingcenter.com/ridejournal) , The Training Center (www.cyclingfusiontrainingcenter.com), Global Ride Productions (www.globalride.net) and iClass Builder (<https://www.cyclingfusiontrainingcenter.com/iClassBuilder/>). For purposes of this agreement and terms of service, all of the aforementioned entities and websites will be collectively referred to as "Cycling Fusion".

HIGHLIGHTS OF THIS DOCUMENT

- We respect your privacy and do not sell or disclose your contact information unless required by law
- Information you upload or post to Cycling Fusion may be seen by others
- We want your feedback on Cycling Fusion but if you give it to us you don't own it if we use it
- No warranties are made by Cycling Fusion and Cycling Fusion is not liable for your activities connected with the site
- Cycling Fusion can cancel your account if you misbehave
- There are easy ways to reach Cycling Fusion support if you have questions or need help

TERMS OF USE

This site and the services available in connection with this site (the "Site") are made available to you by Cycling Fusion, Inc. ("Cycling Fusion") subject to these terms and conditions. By accessing, using or downloading any materials from the Site, you agree to follow and be bound by the Terms, which may be updated by Cycling Fusion from time to time without notice to you. You can review the most current version of the Terms at any time at Terms of Use. Cycling Fusion and its third party providers may make improvements and/or changes in the products, services, features, programs, and prices described in this Site at any time without notice. Certain provisions of the Terms may be supplemented or superseded by expressly designated legal notices or terms located on particular pages at this Site. The Site is not intended for and is not designed to attract children under 13 years of age. If you do not agree with the Terms, please do not use this Site. BY CONTINUING TO USE THE SITE, YOU ARE INDICATING YOUR AGREEMENT TO THE TERMS AND

ALL REVISIONS THEREOF.

Cycling Fusion reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site or any portion thereof with or without notice. You agree that Cycling Fusion shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or any portion thereof.

Registration

To use the services available on the Site, you must complete the membership registration form. You agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Site's registration form ("User Data") and (b) maintain and promptly update the User Data to keep it accurate and current. You agree that Cycling Fusion may use your User Data to provide services on the Site for which you have expressed interest. If you provide any information that is inaccurate or not current, or Cycling Fusion has reasonable grounds to suspect that such information is inaccurate or not current, Cycling Fusion has the right to suspend or terminate your account and refuse any and all current or future use of the Site. In consideration of your use of the Site, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of any applicable jurisdiction.

Payments

If you choose to become a member of Cycling Fusion, you must designate and provide information about your preferred payment method (e.g., credit card, online payment service or any other payment method made available by Cycling Fusion) ("Payment Method"). You may switch to a different Payment Method or update your information by visiting your main account page or by contacting

us by email at customerservice@cyclingfusion.com. You will immediately be charged for your membership fees after you click "Submit" on the confirmation page and your account will be activated to "Member" status. You agree to pay all membership fees and other charges incurred in connection with your username and password for your Cycling Fusion account.

Fees and Renewals

All membership fees are payable in advance. Membership fees will be billed automatically to the Payment Method at the start of the monthly or annual period, as applicable, and will auto-renew until your membership is terminated. The renewal membership fees will be the same as the initial charges unless you are otherwise notified in advance. You authorize Cycling Fusion to charge your Payment Method for the appropriate membership charges and fees and for any other purchases you elect to make via the Site. Cycling Fusion reserves the right to increase membership fees or to institute new fees at any time upon reasonable notice posted in advance on this Site. Members changing from monthly to annual memberships will have the annual rates take effect at the beginning of the next billing date. If you upgrade your membership or add new categories of service to your account, such changes may result in a new billing date effective upon the date you elect such upgrade or addition. ALL PURCHASES ARE FINAL AND NO REFUND WILL BE GIVEN FOR UNUSED PORTIONS OF YOUR INITIAL OR ANY RENEWAL MEMBERSHIP PERIOD.

Cancellation

You may cancel your membership by contacting us by email at customerservice@cyclingfusion.com. The cancellation of a membership will go into effect at the end of your current billing cycle, and you will have the same level of access to the Site through the

remainder of such billing cycle. When your membership ends, your account will enter "Free" mode, and you can continue to have limited functionality. No refunds or credits will be provided by Cycling Fusion upon cancellation. You can renew your subscription at anytime without opening a new account, provided that additional fees may apply if you decide to renew membership at a later date.

Your stored classes will be always available to view and are archived even in "Free" mode.

User Conduct

You are solely responsible for maintaining the confidentiality of the password associated with your account and for restricting access to your password and to your computer while logged into the Site. You accept responsibility for all activities that occur under your account or from your computer. We endeavor to use reasonable security measures to protect against unauthorized access to your account. We cannot, however, guarantee absolute security of your account, your Content or the personal information you provide, and we cannot promise that our security measures will prevent third-party "hackers" from illegally accessing the Site or its contents. You agree to immediately notify Cycling Fusion of any unauthorized use of your account or password, or any other breach of security, and to accept all risks of unauthorized access to the User Data and any other information you provide to Cycling Fusion.

You understand that all information, data, text, software, sound, photographs, graphics, video, messages, tags, or other materials ("Content"), whether publicly posted or privately transmitted, available in connection with the Site are the sole responsibility of the person from whom such Content originated. This means that you,

and not Cycling Fusion, are entirely responsible for all Content that you upload, post, email, transmit or otherwise make available via the Site. Cycling Fusion does not control or monitor the Content posted to the Site by others and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using the Site, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Cycling Fusion 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 on the Site.

You agree to not use the Site to: (a) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) harm minors in any way; (c) impersonate any person or entity, including, but not limited to, a Cycling Fusion official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity; (d) upload, post, email, transmit or otherwise make available any Content that you do not have a right to make available under any law or under contractual or fiduciary relationships; (e) upload, post, email, transmit or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party; (f) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; (g) upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or

hardware or telecommunications equipment; (h) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site; and/or (i) intentionally or unintentionally violate any applicable local, state, national or international law. You specifically agree not to access (or attempt to access) the Site or the Content through any automated means (including the use of any script, web crawler, robot, spider, or scraper), and that you will not forge or manipulate identifiers in order to disguise the origin of any access (or attempted access) to the Site.

You acknowledge that Cycling Fusion may or may not pre-screen or monitor Content, but that Cycling Fusion and its designees shall have the right (but not the obligation) in their sole discretion to pre-screen, monitor, refuse or remove any Content that is available via the Site. Without limiting the foregoing, Cycling Fusion and its designees shall have the right to remove any Content that violates the Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content available in connection with the Site, including any reliance on the accuracy, completeness, or usefulness of such Content.

You acknowledge, consent and agree that Cycling Fusion may access, preserve and disclose your User Data, Payment Method information and other 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 the Terms; (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 Cycling Fusion, its users and the public. Subject to the foregoing, Cycling Fusion will use reasonable efforts to maintain the confidentiality of your User

Data and Payment Method information.

You understand that use of certain features of the Site may require you to purchase third party equipment or materials (e.g., mobile devices). While Cycling Fusion may recommend the equipment or materials of certain third party suppliers, Cycling Fusion shall have no responsibility for your acquisition or use of any third party equipment or materials and does not guarantee that third party equipment or materials will function with the Site or will be error-free.

Content Submitted to the Site

Cycling Fusion does not claim ownership of Content you may submit or make available for inclusion on the Site. However, with respect to Content you submit or make available for inclusion on the Site (other than User Data or Payment Method information), you grant Cycling Fusion a worldwide, perpetual, irrevocable, royalty-free and non-exclusive license, as applicable, to use, distribute, reproduce, modify, adapt, publicly perform and publicly display and otherwise exploit such Content on the Site for the purposes of providing and promoting the Site and the features and services available on the Site.

The Site may provide you with the option of making certain Content that you submit to the Site as private or available only to select users of the Site. If, upon submission of Content to the Site, you initially elect to mark such Content as private or available for a limited group of users, Cycling Fusion will maintain the privacy of such Content in accordance with your election.

Dealings with Third Party Service Providers and Advertisers

Third party product and service offerings made available for purchase by you on the Site are made and offered directly by the applicable third party service provider or advertiser (e.g. Spotify or Apple Music Services). When you purchase any such product or service offering through the Site, you acknowledge that you are contracting directly with the applicable third party service provider or advertiser and not with Cycling Fusion. Your correspondence or business dealings with, or participation in promotions of, third party service providers or advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party service provider or advertiser. Although we are interested in receiving feedback regarding our third party service providers and advertisers and their products and services, and may from time to time assist you in your dealings with such third party service providers and advertisers, Cycling Fusion is not responsible for the performance or nonperformance of any third party service provider or advertiser. You are in no way obligated to use or transact business with any particular third party service provider or advertiser that appears on the Site. YOU AGREE THAT CYCLING FUSION SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU AS THE RESULT OF ANY OF YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE ON THE SITE.

Links

The Site may provide, or third parties may provide, links to other

Internet sites or resources. You acknowledge and agree that Cycling Fusion is not responsible for the availability of such external sites or resources, and is not responsible or liable for any Content, advertising, products or other materials on or available from such sites or resources.

You are granted a limited, non-exclusive right to create a text hyperlink to the Site, provided such link does not portray Cycling Fusion or any of its products or services in a false, misleading, derogatory or otherwise defamatory manner, and provided further that the linking site does not contain any pornographic, illegal, offensive, harassing or otherwise objectionable material. You are further granted a right to implement any RSS feeds located on the Site for your personal, non-commercial use. We reserve the right to revoke these licenses generally, or your right to use specific links or RSS feeds, at any time, with or without cause.

Interactions with Site Users

The Site functions as a venue to connect members in a virtual information place. As a neutral facilitator, Cycling Fusion is not directly involved in the actual transactions between members of the Site. As a result, Cycling Fusion has no control over the truth, accuracy, quality, legality, or safety of postings made by users of the Site. Cycling Fusion shall have no responsibility to confirm the identity of members. Cycling Fusion shall also have no responsibility to confirm or verify the qualifications, background, or abilities of users of the Site. You shall at all time exercise common sense and good judgment when dealing with any user of the Site.

If you elect to use our "class sharing" service or similar Site features for informing a friend about our Site or for emailing a class or other

information to a friend, Cycling Fusion will require you to provide your friend's contact information and/or email address. Cycling Fusion will automatically send that friend a one-time email. Cycling Fusion may store the information you provide for a period of time, provided that Cycling Fusion will use such information only to identify if your friend is or later becomes a member of Cycling Fusion. You represent that you are authorized to provide any third party email address or other information that you provide to Cycling Fusion.

Electronic Communications

The Site may provide you with the ability to send e-mails, post messages to user forums, enter chat rooms, speak via Internet voice connections or send similar messages and communications to third party service providers, advertisers, other users and/or Cycling Fusion. You agree to use communication methods available on the Site only to send communications and materials related to the subject matter for which Cycling Fusion provided the communication method, and you further agree that all such communications by you shall be deemed your Content and shall be subject to and governed by the Terms. By using any of the communications methods available on the Site, you acknowledge and agree that (a) all communications methods constitute public, and not private, means of communication between you and the other party or parties, (b) communications sent to or received from third party service providers, advertisers or other third parties are not be endorsed, sponsored or approved by Cycling Fusion (unless expressly stated otherwise by Cycling Fusion) and (c) communications are not pre-reviewed, post-reviewed, screened, archived or otherwise monitored by Cycling Fusion in any manner, though Cycling Fusion reserves the right to do so at any time at its sole discretion in accordance with the

Terms. You agree that all notices, disclosures and other communications that we provide to you electronically shall satisfy any legal requirement that such communications be in writing.

Proprietary Rights

You acknowledge and agree that the Site, any necessary software used in connection with the Site (if any) and any Content available on the Site contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by Cycling Fusion or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Site, the software or Content available on the Site (other than Content that you may submit), in whole or in part.

Cycling Fusion grants you a personal, non-transferable and non-exclusive right and license to access and use the Site; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Site. You agree not to access the Site by any means other than through the interface that is provided by Cycling Fusion for use in accessing the Site.

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Claims of Copyright Infringement

If you have reason to believe any part of the Content of the Site infringes the copyrights of others, please notify our Copyright Agent immediately using the contact information provided below. It is our policy to investigate any allegations of copyright infringement brought to our attention. We reserve the right in our sole discretion to immediately suspend and/or terminate access to any Site by any user who is alleged to have posted infringing materials or a link to infringing materials on the Site and to immediately remove or disable the allegedly infringing Content or link.

If you are the copyright owner (or are authorized to act on behalf of the copyright owner), please notify our Copyright Agent immediately if you believe that (a) any Content displayed on the Site infringes your copyright or (b) any link posted on the Site links to materials that infringe your copyright. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to the materials that are claimed to be infringing (or the subject of infringing activity). Your notice must be in writing and must include the following: a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list); a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material on the applicable Site; enough information to permit us to contact you, such as, your name, address,

telephone number and, if available, e-mail address; a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the "copyright owner"), an agent for the copyright owner, or by law; a statement that all of the information you have provided is accurate; and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the copyright owner. Your notice must be signed (physically or electronically) and must be addressed as follows:

Copyright Agent

c/o Cycling Fusion, Inc.

One Alpha Drive East

Pittsburgh, PA 15238

E-mail: customerservice@cyclingsfusion.com

Your Feedback

We welcome your comments, feedback, suggestions, and other communications regarding the Site and the information and services we make available through the Site (collectively, "Feedback"). While you are not obligated to provide Feedback, in the event that you provide Feedback, you hereby grant to Cycling Fusion a worldwide, non-exclusive, transferrable, assignable, sub-licenseable, perpetual, irrevocable, royalty-free license to copy, distribute, create derivative works of, publicly display and perform and otherwise exploit such Feedback and to use, make, have made, sell, offer for sale, import and export products and services based on such Feedback. For this reason, we ask that you not send Cycling Fusion any Feedback that you do not wish to license to us as set forth above.

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OTHER MEDICAL PROFESSIONALS, (b) A VISIT, CALL OR CONSULTATION WITH YOUR PHYSICIAN OR OTHER MEDICAL PROFESSIONALS, OR (c) INFORMATION CONTAINED ON OR IN ANY PRODUCT PACKAGING OR LABEL. SHOULD YOU HAVE ANY HEALTH RELATED QUESTIONS, PLEASE CALL OR SEE YOUR PHYSICIAN OR OTHER HEALTHCARE PROVIDER PROMPTLY. SHOULD YOU HAVE AN EMERGENCY, CALL YOUR PHYSICIAN OR 911 IMMEDIATELY. YOU SHOULD NEVER DISREGARD MEDICAL ADVICE OR DELAY IN SEEKING MEDICAL ADVICE BECAUSE OF ANY CONTENT PRESENTED ON THIS SITE, AND YOU SHOULD NOT USE THE SITE OR ANY CONTENT ON THE SITE FOR DIAGNOSING OR TREATING A HEALTH PROBLEM. THE TRANSMISSION AND RECEIPT OF OUR CONTENT, IN WHOLE OR IN PART, OR COMMUNICATION VIA THE INTERNET, E-MAIL OR OTHER MEANS DOES NOT CONSTITUTE OR CREATE A DOCTOR-PATIENT, THERAPIST-PATIENT OR OTHER HEALTHCARE PROFESSIONAL RELATIONSHIP BETWEEN YOU AND CYCLING FUSION.

YOU EXPRESSLY AGREE THAT YOUR ATHLETIC ACTIVITIES, WHICH GENERATE THE CONTENT YOU POST OR SEEK TO POST ON THE SITE (INCLUDING BUT NOT LIMITED TO CYCLING) CARRY CERTAIN INHERENT RISKS OF BODILY INJURY OR DEATH AND THAT YOU VOLUNTARILY ASSUME ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH THESE ACTIVITIES EVEN IF CAUSED IN WHOLE OR PART BY THE ACTION, INACTION OR NEGLIGENCE OF CYCLING FUSION. YOU AGREE TO RELEASE CYCLING FUSION FROM ANY AND ALL LIABILITY CONNECTED WITH YOUR ATHLETIC ACTIVITIES. YOU ALSO AGREE THAT IN NO EVENT SHALL CYCLING FUSION BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING

OUT OF OR IN ANY WAY CONNECTED WITH (a) YOUR USE OR MISUSE OF THE SITE, (b) YOUR USE OR MISUSE OF EQUIPMENT OR PROGRAMS CREATED OR LICENSED BY CYCLING FUSION WHILE ENGAGED IN ATHLETIC ACTIVITIES, (c) YOUR DEALINGS WITH THIRD PARTY SERVICE PROVIDERS OR ADVERTISERS AVAILABLE THROUGH THE SITE, (d) ANY DELAY OR INABILITY TO USE THE SITE EXPERIENCED BY YOU, (e) ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES OR CONTENT OBTAINED THROUGH THE SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF CYCLING FUSION HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Indemnity

You agree to indemnify and hold Cycling Fusion and its subsidiaries, affiliates, officers, agents, employees, partners and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or otherwise seek to make available through the Site, your use of the Site, your athletic activities which generate the Content you post or seek to post on the Site, your connection to the Site, your violation of the Terms, or your violation of any rights of another person or entity.

Termination

You agree that Cycling Fusion may, under certain circumstances and without prior notice, immediately terminate your account and/or access to the Site. Cause for such termination shall include, but not

be limited to, (a) breaches or violations of the Terms or other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification to the Site (or any portion thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) nonpayment of any fees owed by you in connection with the Site. Termination of your account may include (x) removal of access to all offerings within the Site, (y) deletion of your information, files and Content associated with or inside your account, and (z) barring of further use of the Site. Further, you agree that all terminations for cause shall be made in Cycling Fusion's sole discretion and that Cycling Fusion shall not be liable to you or any third party for any termination of your account or access to the Site.

APPLICABLE LAWS

This Site is controlled by Cycling Fusion from its offices within the United States of America. Cycling Fusion makes no representation that the Content in the Site or the Site are appropriate or available for use in other locations, and access to them from territories where their content or use is illegal is prohibited. Those who choose to access this Site from locations outside of the United States do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the Content in violation of U.S. export laws and regulations. Any action related to the Site, the Content or the Terms shall be governed by California law and controlling U.S. federal law, without regard to conflicts of laws thereof. You hereby consent and submit to the exclusive jurisdiction and venue in the state and federal courts located in Santa Clara County, California for any legal proceedings related to the Site or the Terms. If any party hereto brings any suit or action

against another for relief, declaratory or otherwise, arising out of these Terms, the prevailing party will have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorneys' fees. Except to the extent prohibited by applicable law, the parties agree that any claim or cause of action arising out of or related to use of the Site or the Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. Sections 9, 11, 12, 13, 15 and 16 shall survive termination of your account and/or the Terms.

General

You agree that no joint venture, partnership, employment or agency relationship exists between you and Cycling Fusion as a result of the Terms or your use of the Site. The Terms constitute the entire agreement between you and Cycling Fusion with respect to your use of the Site. The failure of Cycling Fusion to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision. If any provision of the Terms 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 the Terms remain in full force and effect. You may not assign, delegate or otherwise transfer your account or your obligations under these Terms without the prior written consent of Cycling Fusion. Cycling Fusion has the right, in its sole discretion, to transfer or assign all or any part of its rights under these Terms and will have the right to delegate or use third party contractors to fulfill its duties and obligations under these Terms and in connection with the Site. Cycling Fusion's notice to you via email, regular mail or notices or links on the Site shall constitute acceptable notice to you under the

Terms. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Section titles and headings in the Terms are for convenience only and have no legal or contractual effect. Any rights not expressly granted herein are reserved.

Support and Questions

We will provide support to you related to the Site via the following methods:

- Website: <https://www.cyclingfusion.com>
- Email: customerservice@cyclingfusion.com
- Community Forum: <https://getsatisfaction.com/cyclingfusion>

We strive to respond to support requests within 48 hours after the request is placed.

If you have any questions regarding these Terms, please contact us by email at customerservice@cyclingfusion.com