

General Terms and Conditions (“T&C”)
For Ellr Products and services

With Ellr we set us the target to support at the best our user – such as you – on the way to a safe motorcycling. Because we like clear communication very used, we have done our best to formulate our T&C. This should make it easier for you to follow any rights, responsibilities, our Privacy Policy and more details about our products and services.

In order to provide you full access, we will keep the Terms and Conditions on this page where you can review it anytime. Please take the time to read them before you start using the Ellr services.

Traxx GmbH
Sailershäuser Straße 1
97531 Obertheres
Germany

1. INTRODUCTION

1.1 Traxx GmbH, Sailershäuser Straße 1, 97531 Obertheres, Germany („Ellr“) operates an interactive online platform and mobile apps („Ellr“ or together the „Ellr Products“) aiming to connect motorcyclist to a community, to enhance their safety.

1.2 In order to be able to use the complete spectrum of Ellr Products, a one-time registration is required (see Section 4, below). However, certain features and certain content, including general descriptions of Ellr, can be viewed without registration.

1.3 Ellr’s goal is to connect motorcyclists to a community to enhance their safety.

2. VALIDITY OF THE T&C

2.1 Validity. Ellr offers the Ellr products on the basis of these T&C. The user consents to the validity of these T&C and any agreements incorporated therein by reference by (i) using the services, in case they are available without registration, or (ii) registration, in case they require an account.

2.2 Prerequisite. Neither the registration nor the use of the complete spectrum of products and services shall be possible without consent to these T&C.

2.3 Extent. These T&C shall apply to all points of access, including (sub-)domains and mobile applications, for Ellr Products. In particular, the Ellr online offering will be accessible via ellr.bike.

2.4 Validity. These T&C shall be valid until cancelled in the currently valid version as of 11/5/2018.

3. SUBJECT OF THE AGREEMENT

Currently, Ellr essentially offers its users the following features and information in several languages:

3.1 ellr.bike platform:

3.1.1 News regarding Ellr in short form;

3.1.2 Other content, such as:

- About us: short description of Ellr;
- Company offers;
- Partners: Presentation of partners and supporters of Ellr;
- Advertising by Ellr and/or third parties;
- Support for users;
- These T&C
- Privacy Policy
- Hardware

3.2. Mobile applications; Ellr app:

3.2.1 Personal site with personal data;

3.2.2 Your alerts;

3.2.3. Recording of rides with detailed display of the driven routes;

3.2.4 Statistics and analysis of the personal activities;

3.2.5 News regarding Ellr in short form;

3.2.6 Subject to the user's consent, relevant data is transmitted from the smartphone to selected contacts.

4. REGISTRATION

4.1. General. The registration is via Ellr app. For that registration the user has to fill in the data in the registration form (e.g. phone number, motorcycle type) completely and correctly, unless such details are marked as voluntary.

4.2. Base Functions. Using the app for base functions (e.g. becoming an Ellr Guardian Angel) is for free.

4.3. Further Functions. For using all functions of the Ellr Products, which serves the safety at driving a motorcycle, the Ellr device has to be bought for a certain price and to be connected to the Ellr app.

4.3.1 Through registering as an Ellr member the user represent, that he is legally authorized to enter into agreements according to applicable law. If the aforementioned representation is not true, the use of the Ellr Products and services is not possible.

4.4 Consequences of Registration

4.4.1 By registering, the user confirms its knowledge and the unlimited recognition of the content of these T&C as well as that all registration data is true, accurate, current, and complete, and s/he will keep all registration information up to date.

4.5 Rights of Ellr

4.5.1 Ellr reserves the right to reject users without giving reasons. In this event, any transmitted details will be deleted promptly.

4.5.2 If the user provides any information that is untrue, inaccurate, not current or incomplete, or Ellr has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ellr has the right to suspend or terminate the user's account immediately and without prior notice and to refuse any and all current or future use of the products and services (or any portion thereof), without the registered user being entitled to a refund of any previously paid amount.

4.5.3 In any event, Ellr reserves the right to contact the user at any time to verify his/her registration data.

4.6 User Identity. Ellr is not responsible for the actual identity of the user, since personal identification via the internet is possible only to a limited extent. Each user shall itself confirm the identity of other users prior to entering into any form of interaction with such users, e.g., adding as a friend or by writing messages.

5. NEWSLETTERS

Ellr will send newsletters to Registered Users. By accepting these T&C, the user allows Ellr to send newsletters. The user can opt out of receiving a newsletter each time such newsletter is received. Upon opting out, the user will not receive any further newsletters from Ellr.

6. GENERAL TERMS AND CONDITIONS FOR ALL USERS

6.1 Fraud protection.

6.1.1. The user have to protect its account from unauthorized and fraudulent use. Of any unauthorized or fraudulent use of its account, the user has to notify Ellr immediately by email at admin@ellr.bike, or if he/she suspect that the account may be at risk.

6.1.2. Ellr will not refund any amounts paid by you to ellr.bike before the user reports an unauthorized or fraudulent use of its account.

6.1.3. Ellr has the right to close or cancel the account of any Registered User in the event of any unauthorized or fraudulent use of the account.

6.2 Promotions and Free Offers. Ellr may run promotions and free offers, which may be subject to additional terms or restrictions. These promotions and offers may not be transferred between users.

7. TERMINATION

7.1 Each user shall have the right to terminate the use of Ellr's online platform at any time via its account settings („Login Data“). The termination of using the Ellr Products shall confirm one-time.

7.2 Additionally, Ellr reserves the right to terminate a user's membership for important reasons, such as due to gross breaches of the user's obligations as set forth in these T&C and ancillary agreements.

7.3 Consequences. As a result of any termination pursuant to this Section 7 or cancellation pursuant to Section 8 hereof the following shall apply:

7.3.1 All personal details provided by the user upon registration shall be deactivated. Any details made public by the user, e.g., routes, will be deleted, in the event of cancellation, within thirty days.

7.3.2 Upon the user's request, all saved personal details shall be irrevocably deleted. The user shall request such deletion by email sent to admin@ellr.bike, which shall include the email address provided to Ellr upon registration. Ellr will comply with such requests within ten days and maintain a record of the destruction for one year after the destruction.

8. SPECIAL CANCELLATION RIGHT FOR CONSUMERS

8.1 Application of Consumer Laws. If a Registered User uses the Ellr Products for a purpose that is not related to either a commercial or professional freelance activity, the following provisions apply to the user as a consumer within the meaning of the Consumer Act:

8.2 Right of Withdrawal from Contract. You may cancel your agreement with Ellr in writing, e.g., by letter, fax or email, within 14 days from the later of the date (i) on which the agreement was entered into and (ii) of receipt of any physical products you may have

ordered, in each case without stating any reasons. You can cancel the agreement by sending your notification to:

Traxx GmbH
Sailershäuser Straße 1,
97531 Obertheres
Germany
email: admin@ellr.bike

8.3 Consequences of Cancellation. In the event of cancellation, any benefits received by one party from the other must be returned, and any economic advantages gained must be repaid. If you are not able to return the services rendered to Ellr in full or in part, you are obligated to reimburse Ellr for the value lost. This may mean that you are required to fulfill your payment obligations until cancellation has become effective. Obligations to reimburse costs must be fulfilled within 30 days. For the user, this period begins when he/she sends his/her contract termination, for Ellr when we receive it.

Cancellation Form. The exercise of your cancellation right pursuant to this section 10 may occur via the following cancellation form:

(If you wish to cancel the agreement, please fill in and return the form below.)

To Traxx GmbH, Sailershäuser Straße 1, 97531 Obertheres, Germany, E-Mail:
admin@ellr.bike

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

Ordered on (*)/received on (*),

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

(*) Delete as appropriate

9. USER OBLIGATIONS AND CONDUCT

9.1 User Obligations. Each user of the Ellr Products must

9.1.1 truthfully provide, and keep current and complete, its registration details, and must not pass on such details to third parties;

9.1.2 only save, publish, transmit and distribute such content, e.g., photos, pictures, text, representations or videos, if the user is authorized to pass on such content, i.e., (i) if the user has the exclusive right to use such content or, (ii) in the event that the user is not the owner of such rights with respect to content provided by it, if the user guarantees to Ellr that all required rights, licenses, permits etc. have been validly obtained. This shall also apply to

content subject to intellectual property rights, such as trade names and trademarks. The user shall be exclusively responsible for such content;

9.1.3 not save, publish, transmit or distribute any content that is racist, insulting, discriminating, denouncing, sexual, glorifies violence or is otherwise illegal;

9.1.4 not to send chain letters or messages to more than one recipient at any one time, i.e. the user must not send mass emails or spam;

9.1.5 not carry out any disrupting interferences in the Ellr network, including the Ellr Products, by use of technical or electronic aids, such as hacking attempts, brute force-attacks, planting of viruses/worms/trojans and other disrupting attempts regarding Ellr's software or hardware

9.1.6 not copy, distribute, transmit or collect by use of technical aids, e.g., by crawlers or bots, accessible details without the consent of the respective owner;

9.1.7 provide prompt notice via email to admin@ellr.bike of any detected breaches of the aforementioned obligations;

9.1.8 diligently care for the personal details and only allow such persons access to its own details that are close to the user; and

9.1.9 regularly save important personal details externally, e.g., on an external storage medium, hard drive or in the cloud. Ellr shall not be responsible for any lost or impaired details.

10. BREACH OF USER OBLIGATIONS

10.1 In order to ensure the proper and reliable provision of services, Ellr imposes the following sanctions upon breach obligations by a user:

- warning;
- deletion of content;
- temporary deactivation of user account; and
- cancellation (irrevocable deactivation).

10.2 The type of sanction shall depend on the purpose, impact, and type of the breach in light of Ellr's and the user's interests.

10.3 Cancellation. In the event an user account shall be cancelled in accordance with this Section 10, the respective user shall not be permitted to register again.

11. CONTENT

11.1 General. Ellr permits its Registered Users to use the offered portfolio of products and services in accordance with statutory law and these T&C, in order to upload, save, publish, distribute, transmit, and share content with other users.

11.2 The user consents that, as a result of the automatic evaluation of the way such user uses the platform, it may be exposed to certain offers and/or marketing messages tailored to such user.

11.3 Disclosure. Ellr shall have the right to save content or disclose such content to third parties, to the extent this is required by law, or legally permissible and reasonably necessary, in order to

11.3.1 comply with statutory law, or court or administrative orders;

11.3.2 ensure compliance with these T&C;

11.3.3 react to claims of breaches of law raised by third parties; or

11.3.4 safeguard the rights, property or personal safety of Ellr, its users and the general public.

11.4 Use of Content. The user grants Ellr the irrevocable, free, non-exclusive and unlimited right to use all content generated, transmitted, saved and published by such user. Accordingly, Ellr shall have the right to use, irrespective of the type of usage, all content both as part of the Ellr platform and any other activity of Ellr or any company affiliated with Ellr. This shall include the right to change and edit such content, unless such changes or edits impair material interests of the user. In this connection, the user waives, to the extent legally permissible, all intellectual property rights. However, to the extent feasible, in the event that Ellr uses content created by a user outside the Ellr Products, Ellr shall note that such content was created by the user.

11.5 Ownership. Ellr does not claim ownership of any content created by users and will not supervise such content.

11.6 Deletion. Ellr reserves the right to delete content created by users, such as routes, photos, events or comments without giving reasons. In this event, the user shall be notified and, in the event of a breach of these T&C, may be sanctioned in accordance with section 10.

11.7 Inaccurate Content. Ellr shall not be responsible for inaccurate content created by users, e.g., details regarding routes or events etc.

12. PRIVACY POLICY

Please see the separate Privacy Policy available on www.ellr.bike that is an integral part of this agreement.

13. REPRESENTATIONS AND WARRANTIES

13.1 Limitation. Ellr does not represent or warrant that

13.1.1 the Ellr Products will be available at all times, or that they and the necessary hardware and software will be completely free from errors; and

13.1.2 the transmission of data via other systems, in particular the internet and telecommunication networks, is not tracked, recorded or distorted by third parties.

13.2 Own Risk. The user uses the Ellr Products exclusively at its own risk. This applies, without limitation, to

13.2.1 the related use of any hardware, including, but not limited to the respective smartphone

13.2.2 downloading of the user's own and third party content; and

13.2.3 any use by the user of data created or provided by Ellr, including, but not limited to (i) recorded routes, or (ii) recommendations for actions. The user explicitly acknowledges that any such data or content may contain errors, and Ellr does not, to the extent permitted by law, assume any responsibility for the correctness of such data.

13.3 External Content. Additionally, Ellr does not make any representations or warranties with respect to external links, banners or other information and marketing offers that may be made accessible to the user. Any contractual arrangements entered into between the user and a third party provider, e.g. via linked websites or banners, result in a contractual relationship between such user and the third party provider only. Ellr does not make any representations or warranties with respect to products or services of third party providers.

14. LIMITATION OF LIABILITY

14.1 General. Ellr shall be liable as currently provided by law, regardless of the statutory basis of such liability (precontractual, contractual, tort) only if Ellr has caused a certain damage willfully or with gross negligence. In the event of slight negligence, Ellr shall not be liable to other businesses and shall be liable to consumers only for personal damages. Ellr shall not be liable to businesses for follow-on damages, mere pecuniary losses, lost profits, or damages resulting from claims of third parties.

14.2 Content. Unless required by statutory law, neither Ellr nor any of its business affiliates shall be liable for damages resulting from the use of content made accessible through the use of the online platform or other forms of use of the online platform or mobile apps. This also applies to damages resulting from errors, problems, viruses or loss of data.

14.3 Downloads. Ellr assumes no liability for downloaded material or material obtained as a consequence of using the Ellr Products. The Registered User is solely responsible for any damages caused by such materials to his computer or smart phone system or for information that is lost as a consequence of downloading materials from any of the Ellr Products.

14.4 Conflicts. The Registered User is exclusively liable for any claims of lawsuits of any kind in any way derived from or related to conflicts with other users. The Registered User acknowledges and accepts that Ellr will not, under any circumstances, be liable for the acts and omissions of other users, including the damages associated with such acts or omissions.

15. INDEMNIFICATION BY USERS

15.1 Indemnification. The user shall indemnify Ellr for all claims raised by third parties as a result of an infringement of their rights by the user in connection with content uploaded to the ellr.bike platform or any other of the Ellr Products by such user or as a result of any other usage by such user of applications available from Ellr. The user shall bear the costs of any legal proceedings, in which Ellr may be involved in connection with such claims, including all court costs and attorney's fees to the extent permitted by law, unless the user was not at fault in causing such infringement.

15.2 Support. In the event that a claim is brought by a third party, the user shall promptly, truthfully and completely make available to Ellr all information available to such user that may be necessary to verify such claim and defend against it. Any additional claims for damages that Ellr may be entitled to bring against the user shall not be affected.

16. CHANGES TO THE T&C

16.1 General. Ellr reserves the right to amend these T&C from time to time for a number of reasons including, without limitation, for commercial reasons, to comply with applicable law or regulations, or for customer service-reasons. At any time, the then-current version of these T&C is available for viewing on the ellr.bike platform.

16.2 Changes to these T&C, other than changes to Section 3 require the consent of the respective Registered User, to whom the changed T&C shall apply. If Ellr intends to implement such changes to these T&C, Ellr will give the user as much prior notice of such changes as possible. Such notice shall be made on the relevant pages of the ellr.bike platform or on any other device through which the user accesses the Ellr Products.

16.3 In the event that the user does not consent to the changed T&C, it shall not be permitted to any further use of the Ellr Products.

16.4 Written Form. Subject to Sections 16.1 to 16.2, any changes to these T&C must be made in writing. No ancillary oral arrangements exist.

17. MISCELLANEOUS

17.1 Severability Clause. In the event that individual provisions of these T&C shall be or become invalid, all other terms and conditions shall remain in full force and effect.

17.2 Governing Law and Jurisdiction.

17.2.1 These T&C and all contractual relations and litigation between the users and Ellr shall be governed by German law, excluding the conflict of law-provisions of the United Nations Convention on Contracts for the International Sale of Goods

17.2.2 Place of delivery and exclusive court of jurisdiction shall be the office of Traxx GmbH.

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