



## **Terms of Service**

Last updated: April 29, 2025.

Previous versions and change history are not available for this first version.

### **About Our Terms of Service**

Welcome to Cicopass. We have developed a publicly accessible bicycle registration service (the “Service”) that allows you to store and share your bicycles online. By working with bicycle shops, cycling organizations, insurers, and governments to enable registration on behalf of users, we aim to encourage bicycle registration, support local cycling culture, and ensure accurate records. We’ve done our best to make these Terms of Service as simple and clear as possible. Unfortunately, the reality of legal language makes that difficult. So, if you have any questions or comments, or just want to better understand how we operate at Cicopass, don’t hesitate to contact your local representative.

### **Section A: User Confirmation and Acceptance of Terms**

By creating an “Account” and using the Cicopass website (“Service”) or Cicopass services such as a QR-NFC Sticker or GPS Tracker (collectively “Cicopass”), you agree to be bound by the following terms and conditions (“Terms of Service”).

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY, ITS AFFILIATES, AND ALL USERS WHO ACCESS OUR SERVICES THROUGH YOUR ACCOUNT TO THESE TERMS. THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY, ITS AFFILIATES, AND USERS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

If Cicopass makes any material changes to these Terms, we will notify you via email or by posting a notice on our website before the changes take effect. All new features that enhance or extend the current Service, including the release of new tools and resources, are subject to the Terms of Service. Continued use of the Service after such changes constitutes your consent to the changes. The most current version of the Terms of Service can be found at: <https://www.cicopass.com/terms>

"Content" in the Service refers to all information entered by Users. Users are defined as those who use the Cicopass Service and agree to these Terms. While Cicopass prohibits abuse of Content within the Service, you understand and agree that Cicopass cannot be held responsible for Content posted and that you may nonetheless be exposed to such material.

### **Section B: Account Terms**

- You must be a human. Accounts registered by “bots” or other automated methods are not permitted.
- You must provide a valid email address to complete the registration process.
- You are responsible for maintaining the security of your account and password. Cicopass cannot and will not be liable for any loss or damage resulting from your failure to comply with this security obligation.
- You are responsible for all Content and activities that occur under your account (even when Content is posted by others under your account or with access to your account).
- You may not use the Service for any illegal or unauthorized purpose.
- You must not violate any laws in your jurisdiction while using the Service (including but not limited to copyright or trademark laws).

### **Section C: Modifications to the Service**

Cicopass reserves the right to modify or discontinue the Service (or any part thereof) at any time, with or without notice.

Cicopass shall not be liable to you or any third party for any modification, suspension, or discontinuance of the Service.

#### Section D: Copyright and Content Ownership

We claim no intellectual property rights over the material you provide to the Service. Your profile and uploaded materials remain yours. However, Content you upload regarding your bicycles may be viewed publicly, and if you make your profile public, any information added to it may also be visible. You agree to allow others to view your Content.

Cicopass does not pre-screen Content, but Cicopass and its designees have the right (but not the obligation) at their sole discretion to refuse or remove any Content available via the Service.

Cicopass will defend you against any claim, demand, suit, or proceeding made or brought against you by a third party alleging that your Content, or your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and will indemnify you for any damages finally awarded and reasonable attorney's fees incurred by Cicopass in connection with any such claim, demand, suit, or proceeding, provided that Cicopass:

- a) promptly notifies you in writing of the claim,
- b) gives you sole control of the defense and settlement (provided that you may not settle any claim unless it unconditionally releases Cicopass of all liability), and
- c) provides you with all reasonable assistance, at your expense.

#### Section E: General Conditions

- i. Your use of the Service is at your sole risk. The Service is provided "as is" and "as available."
- ii. Support for Cicopass services is currently available only in Dutch via email.
- iii. You understand that Cicopass uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology to run the Service.
- iv. You may not modify, adapt, or hack the Service or modify another website to falsely imply that it is associated with the Service, Cicopass, or any other Cicopass service.
- v. You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without the express written permission of Cicopass.
- vi. We may, but have no obligation to, remove Content and Accounts that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene, or otherwise objectionable or violate any party's intellectual property or these Terms of Service.
- vii. Verbal, physical, written, or other abuse (including threats of abuse or retribution) of any Cicopass customer, employee, member, or officer will result in immediate account termination.
- viii. You understand that the technical processing and transmission of the Service, including your Content, may be transmitted unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- ix. You must not upload, post, host, or transmit unsolicited email, SMSs, or "spam" messages.

Cicopass does not warrant that:

- 1. the Service will meet your specific requirements,
- 2. the Service will be uninterrupted, timely, secure, or error-free,
- 3. the results obtained from the use of the Service will be accurate or reliable,
- 4. the quality of any products, services, information, or other material purchased or obtained by you through the Service will meet your expectations, and
- 5. any errors in the Service will be corrected.

The failure of Cicopass to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitute the entire agreement between you and Cicopass and govern your use of the Service, superseding any prior agreements (including prior versions of the Terms of Service). You agree that these Terms of Service and your use of the Service are governed by Dutch law.

Questions about the Terms of Service should be directed to: [avg@cicopass.com](mailto:avg@cicopass.com).