



## **ELLIPTIGO ENTHUSIAST TERMS AND CONDITIONS**

These Terms and Conditions govern the ElliptiGO Enthusiast Program (the “Program”). All individuals who wish to participate in the Program must agree to these terms and conditions to participate in the Program. Those ElliptiGO customers who fulfill the requirements for participation in the Program and who are accepted into the Program shall be referred to as Enthusiasts for purposes of this document.

### **1. Program Overview**

1.1 ElliptiGO Incorporated (“ElliptiGO”) has established the Program as a way to reward Enthusiasts for helping to inform and provide test rides to potential ElliptiGO customers (“Users”) around the world. Customers who would like to assist ElliptiGO by providing test rides to and/or answering questions from Users (“Prospective Enthusiasts”) may apply for acceptance in the Program. If Prospective Enthusiasts provide the required information, complete the required trainings and are approved by ElliptiGO to act as Enthusiasts, then they will be displayed on the ElliptiGO website and afforded the opportunity to earn points by completing certain activities as set forth in the terms and conditions for point awards. Those points can be redeemed from time to time for cash and/or ElliptiGO products as set forth in the terms and conditions for point redemption.

### **2. Relationship**

2.1 No employment relationship of any kind is established between ElliptiGO and any Enthusiast as a result of that Enthusiast’s participation in the Program.

### **3. Enthusiast Role and Responsibilities**

3.1 To participate in the Program, Enthusiasts must authorize ElliptiGO to display relevant details about the Enthusiast on the ElliptiGO website. This information may include, but not be limited to, photographs of the Enthusiast, an indication of the area where the Enthusiast lives, what models of ElliptiGO bikes the Enthusiast owns, the kind of rider the Enthusiast is, the Enthusiast’s gender, and how the Enthusiast describes themselves (the “Enthusiast Details”).

3.2 By providing the Enthusiast Details, the Enthusiast assures that all of the information is true and complete, does not violate any intellectual property rights held by others, and agrees to confer upon ElliptiGO a royalty-free, worldwide, non-exclusive license to use the Enthusiast Details to support the Program and for other marketing purposes.

3.3 The Enthusiast may participate in the Program to the extent they feel comfortable. The Enthusiast is not obligated to answer any questions, provide any test rides, or interact with Users in any way. The Enthusiast may arrange to meet with Users at their discretion and shall take the proper precautions to ensure that the Enthusiast and the User will have a safe encounter. Prior to answering any question or providing a test ride, the Enthusiast agrees to make best efforts to comprehend the training materials provided by ElliptiGO and to stay informed about ElliptiGO products and how to deliver a safe test ride experience.

3.4 The Enthusiast agrees to be solely responsible for all of their actions while participating in the Program, including complying with all local laws and adhering to the training provided by ElliptiGO. While acting in connection with the Program, the Enthusiast agrees to refrain from any kind of harassment, intellectual property violations, offensive language, and any behavior that would put themselves, the Users, ElliptiGO or any other party at risk.

3.5 During the time period where the Enthusiast is part of the Program, the Enthusiast agrees not to market, sell, offer for sale, or receive any kind of remuneration for services in connection with another company that is involved in selling stand-up bicycles or similar products and also agrees not to have an interest, directly or indirectly, in any company that markets or sells any other stand-up bicycle.

3.6 The Enthusiast's sole authority as part of the Program is to answer questions and offer test rides related to ElliptiGO products. Enthusiast shall not have authority to accept orders on behalf of ElliptiGO or to bind or commit ElliptiGO to deliver products or assume or perform any other obligation in respect of any User, and the Enthusiast agrees not to make any contrary representations.

3.7 ElliptiGO may, in its sole discretion, cancel, decline and/or reject any order and change or discontinue the marketing of any of its products without prior notice to the Enthusiast. If ElliptiGO declines an order, the Enthusiast shall not be entitled to any points that would have accrued had the order been accepted.

3.8 The Enthusiast understands and agrees that their sole compensation for participating in the Program will be points awarded to them based upon the activities they undertake. Those points may be converted into cash or used to purchase ElliptiGO products at the Enthusiast's discretion, subject to certain terms and conditions of the points.

#### **4. ElliptiGO Role and Responsibilities**

4.1 ElliptiGO shall award points to the Enthusiast for completing activities in accordance with the requirements set forth in the terms and conditions governing points awards. ElliptiGO also agrees to redeem points at the Enthusiast's discretion in accordance with the requirements set forth in the terms and conditions governing points redemption.

4.2 ElliptiGO shall take reasonable care in responding to inquiries from the Enthusiast and execute requests to modify the Enthusiast's profile in a timely fashion.

4.3 ElliptiGO agrees to take reasonable care in the administration of the Program and to make reasonable efforts to support the Enthusiast in executing Program activities.

4.4 Enthusiast shall not be entitled to any reimbursement of fees or costs related to the Program, including costs incurred in connection with providing test rides.

#### **5. Term and Termination.**

5.1 There is no guaranteed term for the Enthusiast or the Program. ElliptiGO may in its sole discretion end the Program at any time, without prior notification to Enthusiast.

5.2 Enthusiast may terminate their relationship with the Program at any time. Upon termination of the Enthusiast relationship by the Enthusiast, ElliptiGO will make reasonable efforts to remove the Enthusiast profile in a timely fashion.

5.3 ElliptiGO may terminate the Enthusiast relationship at any time and remove the Enthusiast's profile from the website.

5.4 If the termination of the Enthusiast is for cause, then ElliptiGO may revoke any points awarded to Enthusiast. If the termination is not for cause, then the Enthusiast will have one year from date of termination to redeem their points.

**6. Indemnification.**

6.1 ElliptiGO shall defend, indemnify and hold harmless the Enthusiast from and against any loss, liability, claim or damage (including reasonable attorneys' fees and costs) relating to or arising from (i) a breach of this Agreement by ElliptiGO; (ii) a defect in the manufacture or design of ElliptiGO products; and (iii) ElliptiGO's negligence, gross negligence and willful misconduct.

6.2 The Enthusiast shall defend, indemnify and hold harmless ElliptiGO, its officers, directors, members, employees and agents from and against any loss, liability, claim or damage (including reasonable attorneys' fees and costs) relating to or arising from (i) a breach of this Agreement by the Enthusiast; and (ii) the Enthusiast's negligence, gross negligence and willful misconduct.

6.3 The foregoing indemnities are conditioned on (i) prompt written notice by the party seeking indemnification; (ii) cooperation in the defense of the claim, demand or action; and (iii) the obtaining of the prior written approval of the indemnifying party of any settlement or offer of settlement.

**7. Changes; Alterations.** No change, alteration, modification or addition to this Agreement shall be effective unless in writing and properly executed by the parties hereto.

**8. Applicable Law.** This Agreement shall be governed by and construed solely and exclusively in accordance with the laws of state of California, without regard to any statutory or common-law provision pertaining to conflicts of laws. The Parties agree to resolve any dispute in a court of competent jurisdiction in San Diego County, California. The Parties agree to submit to the personal jurisdiction of such courts.

**9. Notices.** All notices and other communications which are required under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered in person or (b) one day after being sent via email to the other party's known good email address.

**10. Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements, commitments, arrangements; negotiations or understandings, whether oral or written, between the parties with respect thereto. There are no agreements, covenants, undertakings, representations or warranties with respect to the subject matter of this Agreement other than those expressly set forth or referred to herein.

**11. Severability.** If any provisions of the Agreement shall be declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect.