

BIKEFITTING.COM ONLINE BIKE SIZING SERVICE – USER AGREEMENT TERMS AND CONDITIONS

The BIKEFITTING.COM ONLINE BIKE SIZING SERVICE (the “**Service**”) is developed and provided by SHIMANO EUROPE B.V., a company incorporated under the laws of the Netherlands with its principal office at High Tech Campus 92, 5656 AG Eindhoven, The Netherlands, registered with the Chamber of Commerce under number 08076068 and trading under the name of Bikefitting.com (“**BFC**”).

PLEASE READ THIS TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICE.

These Terms and Conditions are intended to inform anyone (a “**User**”) who is using the Service, of the terms and conditions of use. Before using the Service the User enters into a User Agreement with BFC. These terms and conditions apply to the User Agreement.

1. PURPOSE OF THE SERVICE

- 1.1. The sole purpose of the Service is to assist with finding the approximate saddle height and optimal frame size of a commercially available bicycle, whereby said bicycle, type of bicycle and preferred way of sitting on the bicycle are all selected by the User.
- 1.2. The Service considers a limited number of physical characteristics applicable to the User to identify the optimal saddle height and frame size of the bicycle selected by the User. These physical characteristics include sitting shoulder height, standing shoulder height and arm length (together the “**Body Measurements**”), which are all provided by the User.
- 1.3. The Service is limited to the performance purpose identified in Paragraphs 1.1 and 1.2 and is neither intended nor designed as a medical advice whatsoever. The User understands that the Service is not intended to:
 - a) Identify the safest riding position to the User;
 - b) Identify a riding position that is suitable for an existing medical or health condition or any other physical condition that is individual to the User;
 - c) Consider any medical, health, or physiological conditions or injuries in identifying a proper riding position;
 - d) Be used as a medical instrument or for medical treatment, diagnosis, or prevention, or
 - e) Be a substitute for consultation with a physician or health care professional.
- 1.4. The Service is not individualized to the User and the User is responsible for the decision on whether to accept the indication presented by the Service. For an individualized advice, it is recommended to reach out to BFC.
- 1.5. The User Agreement starts as soon as the User agrees with the terms and conditions via the online tool. The User Agreement will be ended by the User at any time by closing the online session.

2. INTELLECTUAL PROPERTY

- 2.1. All patents, utility certificates, utility models, industrial design rights, copyrights, database rights, trade secrets, trademarks and all registrations, applications, renewals, extensions, combinations,

divisions, continuations or reissues (“**Intellectual Property Rights**”) in the Service are and remain property of BFC or the original bike manufacturers.

- 2.2. Use of the Service does not grant User any right or license to or concerning any part of the Service and/or Intellectual Property Rights.

3. PROPERTY OF BFC

The contents of the platform may not be provided to any third party or duplicated for the purpose of any other external use without prior written approval by BFC.

4. PERSONAL DATA

By choosing to use the Service, the User agrees to the collecting, use, storing and processing of the Body Measurements by BFC for the purposes as set out in the [Privacy Policy](#).

5. DISCLAIMER OF WARRANTY AND LIABILITIES

- 5.1. The User agrees that the Service shall be used at User’s own risk and liability.
- 5.2. BFC may revise the contents of the Service or discontinue provision of the Service at any time at its own discretion. BFC does not guarantee the continuance or preservation of the consistency of the Service. BFC may temporarily suspend operation of the platform without notice to or consent of its Users.
- 5.3. No rights can be derived from the Service, nor can BFC be held liable for any inaccuracy presented. Specifications published are subject to change without notice.
- 5.4. The provisions set forth in these terms & conditions may be revised by BFC as necessary without informing the User. The User needs to confirm the latest terms & conditions posted on the Service when using the Service. It is Users’ own responsibility to keep itself updated on the latest terms & conditions.

6. GOVERNING LAW AND FORUM

- 6.1. This Agreement shall be governed by and construed in accordance with the laws of the Netherlands.
- 6.2. Any dispute between the Parties under or in connection with this Agreement which cannot be settled amicably shall be submitted to the courts of Rechtbank Oost-Brabant, location ‘s-Hertogenbosch, the Netherlands.

These Terms and Conditions were last updated on 1 January 2023.

