

TERMS OF USE

THEBIKESHIELDAPP & TDG COMPANY, INC.

Thank you for visiting the Web site and/or using the mobile application for TheBikeShieldApp™. This Web site is provided by TDG Company, LLC, a California company, located at 715 S. Normandie Avenue #320, Los Angeles, California 90005.

For purposes of these terms and this Web site, references to “we,” “our,” and “us” mean, TheBikeShieldApp and TDG Company, LLC. References to “you” and “your” mean the user of this Web site, bearing the URL www.TheBikeShieldApp.com and/or its corresponding mobile application.

About TheBikeShieldApp.

TheBikeShieldApp provides a mobile application for motorists and cyclists aimed at reducing traffic accidents through the use of GPS positioning technology.

Agreement to be Bound.

The following conditions, together with the relevant information set out on this Web site and/or its corresponding mobile application, including any features and services available, such as RSS feeds, podcasts, video and materials (collectively the “Web site and/or App,”) are subject to the Terms of Use set forth below. Please read them carefully as any use of the Web site and/or App constitutes an agreement, without acceptance, to be bound thereby by the user. By using the Web site and/or App you represent that you have read and understand the Terms of Use and that you agree to be bound by these Terms of Use as set forth below. You further represent that you are eighteen (18) years of age or older and have the capacity to enter into such a legally-binding contract.

These Terms of Use are subject to the Privacy Policy and Terms of Service, which also govern your use of the Web site and/or App.

Modifications and Changes to Terms of Use.

We may modify, add to, suspend or delete the Terms of Use, Privacy Policy, and/or Terms of Service, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions

being immediately effective upon their posting to the Web site. Your use of the Web site and/or App after modification, addition or deletion of the Terms of Use, Terms of Service or the Privacy Policy shall be deemed to constitute acceptance by you of the modification, addition or deletion.

Modifications and Changes to the Web Site.

We may modify, add to, suspend, or delete any aspect or service offered by us, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective. Such modifications, additions or deletions may include but are not limited to content offered, hours of availability, and equipment needed for access or use.

Online Accounts.

You may be given the opportunity to register via an online registration form to create a user account (your “Account”) that may allow you to receive information from us and/or to participate in certain features on the Web site and/or App. We will use the information you provide in accordance with our Privacy Policy. By registering with us, you represent and warrant that all information you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Web site so that it remains current, complete and accurate. During the registration process, you may be required to choose a password. You acknowledge and agree that we may rely on this password to identify you. You are responsible for all use of your Account, regardless of whether you authorized such access or use, and for ensuring that all use of your Account complies fully with the provisions of these Terms of Use.

Payment, Cancellation, Refund Terms.

Some aspects of the Web site and/or App may require a fee (hereinafter “Paid Member Services.”) These include but are not limited to an App download fee.

The prices and the terms of payment for the Paid Member Services are displayed at all times on the Web site and/or App, including at the point when the Member chooses to make a purchase.

You acknowledge that due to the nature of the Paid Member Service you shall not be entitled to a full or partial refund should you cancel

your Paid Member Service unless otherwise approved by us, in writing, prior to cancellation.

Right of Refusal, Limitation, and Discontinuation.

We reserve the right to refuse to provide any Paid Member Services to anyone for any reason at any time at our sole discretion. We may, in our sole discretion, limit or cancel quantities purchased per person, per entity, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

We reserve the right to limit the available quantities of the Paid Member Services and/or any other product or subscription designed, sold, distributed and/or otherwise made available through the Web site and/or App for any reason at any time at our sole discretion.

We reserve the right to discontinue any and all Paid Member Services and/or any other product or subscription designed, sold, distributed and/or otherwise made available through the Web site and/or App for any reason at any time at our sole discretion.

Any offer for any Paid Member Services and/or any other product or subscription designed, sold, distributed and/or otherwise made available through this Web site made on this site is void where prohibited.

Accuracy, Completeness and Timeliness of Information.

We are not responsible if information made available on the Web site and/or App is not accurate, complete or current. You acknowledge that the Web site and/or App is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information.

Prohibited Use of the Web site.

In addition to other prohibitions as set forth in these terms and conditions, you are prohibited from using the Web site and/or App or

its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Web site and/or App or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Web site, other websites, the Internet, and/or the App. We reserve the right to terminate your use of the Web site and/or App for violating any of the prohibited uses or for any other reason at our sole and exclusive decision.

User-Generated Content and Community Guidelines.

The Web site and/or App may contain comments sections, discussion forums, bulletin boards, or other interactive features ("Interactive Areas") in which you may post or upload comments, post or upload user-generated content, create a profile and post information about yourself, contact other Members, or provide GPS details.

All users represent that they are eighteen (18) years of age or older by submitting content to Interactive Areas and that they agree to be bound by the terms and obligations set forth herein.

By participating in Interactive Areas, you agree further that you:

Shall not upload, distribute or otherwise publish on to the services any libelous, defamatory, obscene, pornographic, abusive, or otherwise illegal material; and

Shall not threaten or verbally abuse other Members, use defamatory language, or deliberately disrupt discussions with repetitive messages, meaningless messages or "spam"; and

Shall not to use language that abuses or discriminates on the basis of race, religion, nationality, gender, sexual preference, age, region, disability, etc. Hate speech of any kind is grounds for immediate and

permanent suspension of access to all or part of the Interactive Areas and use of the Web site and/or App; and

Shall not personally attack another user. Personal attacks are a direct violation of these Terms of Use and are grounds for immediate and permanent suspension of access to all or part of the Interactive Areas and use of the Web site and/or App; and

Shall not use the Interactive Areas to distribute or otherwise publish any material containing any solicitation of funds, advertising or solicitation for goods or services; and

Shall not upload, post or otherwise transmit any content that violates any law or engage in activity that would constitute a criminal offense or give rise to a civil liability; and

Shall not upload, post or otherwise transmit any content that advocates or provides instruction on illegal activity or discuss illegal activities with the intent to commit them; and

Shall not upload, post or otherwise transmit content that does not generally pertain to the designated topic or theme of any Interactive Area; and

Shall not impersonate any person or entity, including, but not limited to, any of our affiliates and respective directors, officers, employees, agents and independent contractors, or falsely state or otherwise misrepresent your affiliation with any person or entity; and

Shall not interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about other users of our Interactive Areas or posting private information about a third party; and

Shall not upload, post or otherwise transmit any content, software or other materials which contain a virus or other harmful or disruptive component; and

Shall not interfere with or disrupt the Web site, the Interactive Areas or the servers or networks connected to the Web site and/or App or the Interactive Areas, or disobey any requirements, procedures, policies or regulations of networks connected to the Web site and/or App or the Interactive Areas; and

Shall base all reviews of other Members on facts only and shall not

post any untrue statements about other users; and

Shall not use the service to libel, slander, or otherwise injure the reputation of any Member; and

Shall not post or otherwise distribute another Member's personal details, including but not limited to first or last name, age, address, date of birth, social security number, financial information and/or sexual preference.

You agree further and acknowledge that any submissions you make to the Interactive Areas may be edited, removed, modified, published, transmitted, and displayed by us, and you waive any rights you may have in having the material altered or changed in a manner not agreeable to you. Submissions made to the Interactive Areas may also be included in our RSS feeds, APIs and made available for republishing through other formats.

By using the Interactive Areas, you grant us a perpetual, nonexclusive, world-wide, royalty free, sub-licensable license to your user-generated content, which includes without limitation the right for us or any third party it designates, to use, copy, transmit, excerpt, publish, distribute, publicly display, publicly perform, create derivative works of, host, index, cache, tag, encode, modify and adapt (including without limitation the right to adapt to streaming, downloading, broadcast, mobile, digital, thumbnail, scanning or other technologies) in any form or media now known or hereinafter developed, any user-generated content posted by you on or to the Interactive Areas or any other Web site owned by us, including any user-generated content posted on or to the Interactive Areas through a third party.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the content submitted by you, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the content by us or our licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of the content; and (d) you forever release us, and our licensees, successors and assigns, from any claims that you could otherwise assert against us by virtue of any such moral rights. You also permit any other user to access, view, store or reproduce the content for that user's personal use.

By posting user-generated content on or to the Interactive Areas or any other Web site and/or App owned by us, you are agreeing that it is non-confidential except as pursuant to our Privacy Policy and are consenting to its display and publication on the Web site and/or App and in the Interactive Areas and for related online and offline promotional uses.

Intellectual Property Rights Not Waived.

All material ("Materials") displayed or transmitted on this site, including but not limited to text, photographs, images, illustrations, video clips, audio clips, and graphics are owned by us and are protected by United States and international copyright, trademarks, service marks, and other proprietary rights, laws and treaties.

Except as provided, you may not copy, reproduce, publish, transmit, transfer, sell, rent, modify, create derivative works from, distribute, repost, perform, display, or in any way commercially exploit the materials carried on this site, nor may you infringe upon any of the copyrights or other intellectual property rights contained in the materials found on this site. You may not remove or alter, nor cause to be removed or altered, any copyright, trademark, or other proprietary notices or visual marks and logos from the materials found on this site.

You may make a single print copy of any of the materials found on this site provided by us on this Web site and/or App for personal, non-commercial use only, provided that you do not remove nor cause to be removed any copyright, trademarks, or other proprietary notices or visual marks or logos from the report or other material. You may not archive or retain any of the materials found on this site without our express written permission. All requests for archiving, republication or retention of any part of the materials found on this site must be in writing to us and must clearly state the purpose and manner in which the material shall be used. Requests for permission to archive, retain, or republish any part of the materials found on this site may be submitted to info@tdgcompany.com.

You acquire no rights or license whatsoever in the materials found on this site other than the limited rights to use the site in accordance with these Terms of Use. Any of the materials found on this site accessed or downloaded from this site must be accessed or downloaded in accordance with the Terms of Use specified in this

agreement. We reserve any rights not expressly granted under these Terms of Use.

Advertisements and Promotions.

We may, from time to time, run advertisements and promotions from third parties (e.g. vendors) on the Web site and/or App. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. We are not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of third-party promotions or advertisements on the Web site and/or App.

Links and Third Party Links.

This Web site may from time to time contain links or pointers to Internet sites maintained by third parties (e.g. vendors.) We do not operate or control in any way any information, products or services on these third-party sites and we expressly disclaim any responsibility for such third-party sites, which are provided for your convenience on an "as is" basis without warranties of any kind, express or implied.

Disclaimer of Warranty; Limitation of Liability.

(A) YOU EXPRESSLY AGREE THAT USE OF THIS WEB SITE and/or App IS AT YOUR SOLE RISK. NEITHER US OR ANY RELATED SUBSIDIARY, ITS OTHER AFFILIATES NOR ANY RESPECTIVE EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT THE WEB SITE AND/OR APP OR OUR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF OUR WEB SITE AND/OR APP, MATERIALS FOUND THEREON, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION, SERVICE, OR MERCHANDISE PROVIDED.

(B) ANY SOFTWARE, WITHOUT LIMITATION, IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THE TERMS OF SERVICE.

(C) ALTHOUGH ALL INFORMATION AND MATERIALS CARRIED ON THIS WEB SITE IS BELIEVED TO BE RELIABLE, WE MAKE NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE MATERIALS OR ANY INFORMATION ON THIS WEB SITE AND/OR APP. BY USING THIS WEB SITE OR BY RELYING ON ANY OF THE MATERIALS OR INFORMATION CARRIED ON THIS WEB SITE YOU ASSUME ALL THE RISK AND RESPONSIBILITY ARISING OUT OF USE OR RELIANCE ON THIS WEB SITE AND/OR APP. WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEB SITE AND/OR APP OR ANY MATERIALS CARRIED ON THE WEB SITE AND/OR APP.

(D) WE DO NOT HAVE A CONTRACTUAL OBLIGATION NOR MORAL OR ETHICAL RESPONSIBILITY OR THE TECHNICAL MEANS TO VERIFY THE IDENTITY OF PERSONS WHO REGISTER AS MEMBERS OR USE OUR SERVICES OR TO VERIFY OR MONITOR MEMBER CONTENT (ALTHOUGH WE DO RESERVE THE RIGHT TO MONITOR IF WE THINK IT APPROPRIATE.)

(E) IN NO EVENT WILL US, OUR SUBSIDIARIES, OTHER AFFILIATES OR ANY RESPECTIVE EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE WEB SITE AND/OR APP OR THE MATERIALS FOUND ON THIS SITE SOFTWARE, BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE WEB SITE AND/OR APP OR THE MATERIALS FOUND ON THE SITE AND/OR APP.

(F) WE DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY IDENTIFIABLE INFORMATION. BY ACCESSING THE WEB SITE AND/OR APP, YOU ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR USE THE WEB SITE AND/OR APP OR OUR MATERIALS FOUND THEREON.

(G) WE DISCLAIM LIABILITY FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS, (III) BUSINESS INTERRUPTION, (IV) REPUTATIONAL HARM, OR (V) LOSS OF INFORMATION OR DATA.

(H) YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE WEB SITE AND/OR APP, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SITE AND/OR APP.

(J) RIDE AND DRIVE CAREFULLY! THE SERVICES OFFERED BY THE WEB SITE AND/OR APP ARE NOT TO BE USED AS SUBSTITUTES FOR GOOD, COMMON SENSE. WE EXPRESSLY DISCLAIM LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES FOR BODILY INJURY, DEATH, OR DAMAGE OF PERSONAL PROPERTY ARISING FROM OR RELATED TO THE USE OF THIS WEB SITE AND/OR APP.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN USERS.

Indemnification.

You agree to defend, indemnify and hold us harmless, as well as our affiliates and respective directors, officers, employees, agents and independent contractors from and against all claims and expenses, including attorneys' fees, arising out of the use of the Web site and/or App, the materials found on the Web site and/or App. You further agree to defend, indemnify and hold us harmless, as well as our affiliates and respective directors, officers, employees, agents and independent contractors, from and against all claims and expenses, including attorneys' fees for your breach of this agreement or your violation of any law or the rights of a third party.

Governing Law.

This agreement will be governed and construed in accordance with the laws of California without regard to its conflicts of law provisions. You agree to submit to the personal jurisdiction of the courts located in Los Angeles County, California, and any cause of action which arise from use of this Web site and/or App or from interpretation of these

Terms of Use must be filed in the courts located in Los Angeles County, California.

Arbitration.

You agree that any dispute concerning, relating, or referring to this contract shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association. Such proceedings will be governed by and in accordance with substantive California law.

The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

Severability of Provisions.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Any remaining provisions shall be given effect to the fullest extent possible.

Contact Information.

If you have any questions or concerns about the Terms of Use you may contact us at info@tdgcompany.com.

Updates & Effective Date.

The effective date of this policy is May 23, 2014. From time to time, we may update these Terms of Use, so we encourage you to review them often.