## **Fixie Platform Terms of Use**

Welcome to Fixie! By using our platform, you agree to the following terms and conditions. Please read them carefully.

## 1. Acceptance of Terms

 By accessing or using the Fixie website or digital products ("Platform"), you agree to be bound by these Terms of Use ("Terms"), our Privacy Policy, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Platform.

#### 2. Use of the Platform

- You must be at least 18 years old to use the Platform.
- You agree to provide accurate and complete information when creating an account and using the Platform.
- You are responsible for maintaining the confidentiality of your account information and for all activities that occur under your account.

#### 3. Services

- Fixie connects Riders with independent Mechanics for bike repair and maintenance services.
- Fixie facilitates the booking and payment process but is not responsible for the actual services provided by Mechanics.

### 4. Prohibited Activities

- You agree not to engage in any of the following prohibited activities:
  - Violating any local, national, or international law or regulation.
  - Using the Platform for any unauthorised or illegal purpose.
  - o Posting any false, misleading, or fraudulent information.
  - Scraping or using any robots, spiders, crawlers, or other automated means to access the Platform.
  - Attempting to interfere with, compromise the system integrity or security, or decipher any transmissions to or from the servers running the Platform.
  - o Uploading or distributing any viruses, worms, or other harmful software.

## 5. Intellectual Property

- All content and materials on the Platform, including but not limited to text, graphics, logos, and software, are the property of Fixie or its licensors and are protected by copyright, trademark, and other intellectual property laws.
- You may not use, reproduce, or distribute any content from the Platform without the prior written permission of Fixie.

#### 6. User Content

- By posting content on the Platform, you grant Fixie a non-exclusive, royalty-free, perpetual, and worldwide licence to use, modify, reproduce, and distribute such content in connection with the operation of the Platform.
- You represent and warrant that you have the right to post the content and that it does not violate any third-party rights or any laws.

#### 7. Termination

 Fixie reserves the right to terminate or suspend your account and access to the Platform at any time, without notice and for any reason, including but not limited to a violation of these Terms.

# 8. Limitation of Liability

- Fixie is not liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with your use of the Platform.
- The Platform is provided on an "as is" and "as available" basis, and Fixie makes no
  warranties or representations about the accuracy or completeness of the content on
  the Platform.

## 9. Changes to Terms

• Fixie reserves the right to modify these Terms at any time. Any changes will be effective immediately upon posting the revised Terms on the Platform. Your continued use of the Platform constitutes your acceptance of the revised Terms.

#### 10. Contact Information

• If you have any questions or concerns about these Terms, please contact us at support@fixie.nz.

By using the Fixie platform, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.