

# General Terms and Conditions for using Velo Hero

Velo Hero is an internet platform for sports enthusiasts and operated by Nils Knieling. The aim is to provide information on the subject of sport and promote the exchange of information among the users. Velo Hero means the service as described below (including all applications) and/or the provider of this service.

## Preamble

By logging on to Velo Hero, users accept the following General Terms and Conditions (hereinafter the “GTC”) for using Velo Hero.

Velo Hero operates Velo Hero under various top-level domains (velohero.com, velohero.de etc.), as well as various sub-domains and aliases of these domains. All websites on which Velo Hero provides Velo Hero Services are hereinafter referred to as Velo Hero Websites.

These GTC shall govern the contract relationship between the User and Velo Hero, irrespective of which Velo Hero Website the User is registered with or logged on to.

The User enters into this agreement on the use of Velo Hero Services with

Nils Knieling  
Klabundeweg 14  
22359 Hamburg  
Germany

Additional contact information can be found under “About this site”.

The services provided by Velo Hero are intended exclusively for persons of legal age.

The User can call up, print out, download and or save these General Terms and Conditions at any time, even after the agreement has been closed, under the “Terms & Conditions” link that appears on all Velo Hero Websites.

# 1. Subject Matter

**1.1** The Velo Hero Websites offer registered users two options:

- a) a free private membership and
- b) a private paid membership (the paid membership is hereinafter referred to as Pro Membership).

**1.2** Payments for the entire term of Pro Membership shall be due immediately upon invoicing. Payment can be made using the various debiting procedures available, in particular with the credit cards accepted, or the available online payment systems. If Velo Hero is unable to collect any fees from an account designated by the User due to lack of funds, the User shall bear all costs arising therefrom, including bank charges related to any debit entries or similar charges, insofar as the User is responsible for the event that triggers these costs. Velo Hero may deliver invoices and payment reminders to the User electronically.

**1.3** Any use of the services and contents offered on the Velo Hero Websites beyond the scope of options provided by Velo Hero requires the prior written consent of Velo Hero.

**1.4** Velo Hero shall only make data and/or information provided by the User available for other uses provided that this data and/or information does not violate any laws or these GTC. Velo Hero is entitled to remove any illegal or prohibited data and/or information from Velo Hero Websites without prior notice to the User.

**1.5** The User acknowledges and agrees that it is technically impossible to achieve 100% availability of the Velo Hero Websites. Velo Hero shall nonetheless endeavour to keep Velo Hero Websites available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond Velo Hero's control (e.g. disruptions in public communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services provided on Velo Hero Websites.

**1.6** Velo Hero merely provides the User with a platform on which to establish contact with other users, and only provides those technical applications that allow users to contact one another. As regards content, Velo Hero does not take part in any communication between users. If users enter into agreements with one another over Velo Hero Websites, Velo Hero shall not be a contracting party to these agreements. The users alone are responsible for the execution and/or fulfillment of agreements in which they enter with one another. Velo Hero shall not be held liable if users are unable to contact one another over Velo Hero Websites regarding such agreements.

Furthermore, Velo Hero shall not be liable for breaches of duty in relation to agreements entered into between users.

**1.7** Unless otherwise expressly defined, partner offers via Top Deals are only available to Pro Members and/or for member groups freely defined by Velo Hero.

Velo Hero shall merely act as intermediary in the case of agreements entered into with partners.

These partner offers are subject to the General Terms and Conditions and the privacy policies of the respective partner companies, which carry out the complete transaction themselves and are a party to an agreement with and serve as the contact for the User.

**1.8** If Velo Hero offers the User the option to book one or more third-party supplementary services (e.g. training plans), the User will enter into separate agreements with the respective third party that have no legal connection to the User's Velo Hero membership. The termination of such third-party supplementary service agreements or any default Velo Hero performance thereof does not have any impact on the contractual relationship between Velo Hero and the User in terms of the User's Velo Hero membership. The terms and conditions and privacy policies of the respective third parties, who are also the contractual and contact partners of the User, apply to all third-party supplementary services.

## **2. Registration, and Representations and Warranties upon Registration**

**2.1** The User must register prior to using any of the services on the Velo Hero Websites.

**2.2** The User warrants and represents that all of the data provided by the User for registration is accurate and complete. The User shall report any changes in the registration data to Velo Hero without undue delay.

**2.3** The User warrants and represents that he or she is of legal age at the time of registration.

**2.4** The User shall choose a password upon registration. The User is obliged to keep this password secret. Velo Hero shall not disclose the password to any third party and Velo Hero shall not ask for the User's password at any time.

**2.5** By completing the registration process, the User consents to enter the agreement to use the services of the Velo Hero Websites. Velo Hero accepts this offer by activating the membership

for the use of services on Velo Hero Websites. The agreement takes effect with the aforementioned acceptance by Velo Hero.

**2.6** Each User is entitled to register with Velo Hero only once, and the User may only establish one (1) user profile.

**2.7** It is technically impossible for Velo Hero to determine with certainty whether any user registered with Velo Hero is in fact the person he or she represents to be. Therefore, Velo Hero assumes no liability for the actual identity of a user. Each user is solely responsible for checking the actual identity of another user.

### 3. Right of cancellation for consumers

If you as a User are registered at Velo Hero for a purpose that is not related to either your commercial or professional freelance activity, the following provisions apply to you as a consumer in the sense of Par. 13 of the BGB (German Civil Code):

#### 3.1 Right of cancellation

You may cancel your contractual agreement with Velo Hero in writing (e.g., by letter or email) within fourteen (14) days without stating a reason. The two-week period begins upon receipt of these instructions, but not before the contract has been executed, and also not prior to our fulfillment of our informational duties as per Par. 246 (2) in connection with Par. 1 (1 and 2) EGBGB, as well as our duties as per Par. 312e (1) line 1 BGB in connection with Par. 246 (3) EGBGB. The contract can be canceled by sending timely notification to:

Nils Knieling  
Klabundeweg 14  
22359 Hamburg  
Germany

Email: `help [at] velohero (dot) com`

#### 3.2 Consequences of cancellation

In the event of a valid contract termination, services and fees provided by both parties are to be returned, and any economic advantages gained (e.g., interest) are to be repaid. If you are not

able to return the services and utilization (exercised benefits) rendered fully or in part, or only in a lesser form, you are obligated to reimburse us for the value lost. This can mean that you are required to fulfill the contractual payment obligations for the time period until cancellation. Obligations to reimburse costs must be fulfilled within 30 days. This period begins for you when you send your contract termination, for us when we receive it.

### **3.3 Additional information**

The User's right of cancellation lapses before the end of the right of cancellation period if the contract has been completely fulfilled to the satisfaction of both parties before the User exercises his or her right of cancellation.

*End of right of cancellation.*

## **4. Obligations of the User**

**4.1** The User is obliged,

**4.1.1** To provide only true and non-misleading statements in the User profile and in communications with other users.

**4.1.2** To post on the Velo Hero Websites only photographs of the User in which the User can be clearly and plainly recognized. The User warrants and represents that the public display of the photographs delivered by the User to the Velo Hero Websites is not prohibited. The User shall not upload any photographs or images of any other person than of the User, or of non-existent persons or other beings (such as animals, imaginary creatures, etc.).

**4.1.3** To comply with all applicable legislation, and respect all third-party rights. In Particular, the User shall not

- Use any insulting or defamatory contents, regardless of whether said contents are directed at another user or Velo Hero personnel or other companies
- Use any pornographic or violence-glorifying materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic or violence-glorifying product or products which do not comply with any applicable legislation for the protection of minors
- Unreasonably annoy (particularly with spam) any other user (cf. section 7 of the German Unfair Competition Act)

- Use without authorization any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law.
- Use or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales).

**4.1.4** To refrain from engaging in any of the following annoying actions, even if they do not constitute a breach of any applicable laws:

- Sending chain letters
- Performing, advertising and promoting any form of structural distribution measures (such as multi-level marketing or multi-level network marketing) or
- Communicating in any insinuating or sexual way (suggestive or explicit).

**4.2** The User is prohibited from the following:

- Employing any mechanisms, software or scripts when using Velo Hero Websites. However, the User may use the interfaces or software provided by Velo Hero within the scope of the services available on the Velo Hero Websites.
- Blocking, overwriting, modifying and copying of any contents of the Velo Hero Websites, unless said actions are necessary for the proper use of the services on the Velo Hero Websites. For example, the use of the "Robot/Crawler" search engine technology is not required for proper use of the services, and is therefore prohibited.
- Distributing or publicly disclosing the contents of any of the Websites of Velo Hero or any other user
- Performing any actions which may impair the operability of Velo Hero's infrastructure, particularly actions which may overload said infrastructure.

**4.3** Following is also valid for users of free private membership:

Velo Hero is authorized to delete all stored data by the user and any other files after a period of one (1) year of inactivity (no login via web browser) without asking.

## 5. Changes to the Services on Velo Hero Websites

Velo Hero reserves the right to modify the services offered on the Velo Hero Websites and/or to offer services different from those offered at the time of the User's registration at any time, unless this is unreasonable for the User.

## 6. Term and Termination of Membership, Reimbursement of Advance Payments

**6.1** The User may terminate the Free Membership at any time without cause. The termination can be made via the website <https://app.velohero.com/settings/terminate>. All user data will be destroyed after termination.

**6.2** Pro Membership shall run for the period selected by the user when purchasing the membership. After this term, the Pro Membership is not automatically renewed. The user must book the Pro Membership again. If Pro Membership has been terminated, the User is entitled to retain a Free Membership until this membership is terminated. The provisions of this section 6.2 shall not affect the right of both parties to terminate the agreement for good cause.

**6.3** A good cause is defined as an event which makes it unacceptable for Velo Hero to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of Velo Hero against the User's. A good cause includes any the following events:

- If the User fails to comply with any applicable legal provisions
- If the User breaches a contractual obligation, in particular an obligation set forth in sections 2 and 4 of these GTC
- If the reputation of the services offered on the Velo Hero Websites is substantially impaired by the online presence of the User (if, for example, it is discovered after registration that the User has been convicted of a criminal offence, and if said conviction is known to other users);
- If the User promotes any communities or associations (or any of their methods or activities) which are under surveillance by authorities responsible for public safety or the protection of minors, or;
- If the User causes harm to any other user(s)
- If the User is a member of a religious sect or a denomination that is controversial in Germany.

**6.4** In the event of a good cause in accordance with section 6.3 and notwithstanding Velo Hero's right to terminate the contract in accordance with section 6.3, Velo Hero is entitled to:

- Delete the contents posted by the User
- Issue a warning, or
- Block the User's access to the services on the Velo Hero Websites.

**6.5** In the following cases, the User shall not be entitled to claim reimbursement of any advance payments:

- If Velo Hero has terminated the contract for good cause pursuant to section 6.3,
- If Velo Hero has blocked the User's access in accordance with section 6.4, or
- If the User has terminated the agreement. However, the User's right to claim reimbursement of any advance payments shall not be excluded in this case if the User has terminated the agreement for a good cause attributable to Velo Hero.

## 7. Responsibility for the User's Content, Data or other Information

**7.1** Velo Hero does not make any warranties or representations regarding any data and/or information provided or made available by any user on any of the Velo Hero Websites or on any external websites linked to them. In particular, Velo Hero does not warrant or represent that said data and/or information is true or accurate, or that it fulfills or serves any particular purpose.

**7.2** The User may report any activities of any other user which violate applicable laws and/or any of the terms and conditions of these GTC using the contact form available at all Velo Hero Websites.

## 8. Customer Service/Support

Queries regarding agreement with Velo Hero or regarding Velo Hero Services can be sent by the customer to Velo Hero using the contact form available at all times on all Velo Hero Websites.

## 9. Liability of Velo Hero

Claims for damages - regardless of the legal grounds - against Velo Hero (including its vicarious agents) can not be asserted, including negligence.

The liability of Velo Hero for any damage, loss or disadvantage incurred by the user due to the administration or distribution of its data or obtaining foreign data is expressly excluded. The user agrees to hold Velo Hero from any type of action, damages, losses or claims harmless.



Just by connecting to the Internet Velo Hero can not give any guarantee that the information flow is not intercepted or not recorded by third parties.

## 10. Indemnity

**10.1** The User shall indemnify and exempt Velo Hero from all actions, including damage claims, asserted by other users or third parties against Velo Hero resulting from an infringement of their rights by the contents posted by the User on Velo Hero Websites. Furthermore, the User shall indemnify and exempt Velo Hero from all actions, including damage claims, asserted by other users or third parties against Velo Hero resulting from an infringement of their rights regarding the use of the services on Velo Hero Websites by the User. The User assumes all reasonable costs Velo Hero incurs due to an infringement of third party rights, including all reasonable legal defense costs. All other rights, including damage claims by Velo Hero, are hereby unaffected. The User has the right to prove that Velo Hero incurred lesser charges than claims made.

The aforementioned obligations shall not apply to the extent the User is not responsible for the infringement.

**10.2** In the event the contents posted by the User infringes any rights of any third party, the User shall, at its own expense and at Velo Hero's discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event the User infringes third-party rights when using the services of Velo Hero Websites, the User shall discontinue such use that violates these General Terms and Conditions and the law, if so requested by Velo Hero.

## 11. Data Protection

Velo Hero recognizes that any data provided by the User to Velo Hero is extremely important to the User, and Velo Hero shall therefore be particularly sensitive in handling such data. Velo Hero shall comply with all applicable legal provisions regarding data protection (German Data Protection Laws, European Data Protection Directives and any other applicable data protection legislation). In particular, Velo Hero shall not provide or otherwise disclose any personal data of the User to any third party without authorization. Details on Velo Hero's treatment of the User's data are set forth in the Data Protection Policy of Velo Hero accessible from each of the Velo Hero Websites.

## 12. Contractual Amendments, Price Changes, Final Provisions

**12.1** Velo Hero reserves the right to amend these GTC at any time, without giving reasons, unless an amendment is unreasonable to the User. Velo Hero shall give due notice of any amendments of these GTC to the User. If the User does not object to the applicability of the revised GTC within six (6) weeks after receipt of said notice, the amended GTC shall be deemed to be accepted by the User. Velo Hero shall inform the User about the User's right to object and of the relevance of the objection deadline in said notice.

**12.2** Velo Hero reserves the right to adequately increase the price of Pro Membership at most once per calendar year.

**12.3** Unless otherwise stated in these GTC, the User may submit all notices to Velo Hero using the contact form provided on each of the Velo Hero Websites or by letter. Velo Hero may send notices to the User by email, fax or post to the addresses given in the User's current contact data in his or her user account.

**12.4** If any provision of these GTC is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

**12.5** The place of performance under these GTC shall be Velo Hero's main place of business.

**12.6** Place of jurisdiction for merchants within the scope of the German Commercial Code (HGB) shall be the main place of business of Velo Hero.

**12.7** The law of the Federal Republic of Germany applies