

General Terms and Conditions of Use for the CANYON App

§ 1 Scope

1.1 These Terms of Use apply to the use of the CANYON App offered by Canyon Bicycles GmbH, Karl-Tesche-Straße 12, D-56073 Koblenz, HRB 2870 (AG Koblenz), represented by its Managing Director Nicholas de Ros Wallace, telephone: +49 (0)261 9490 3000, email: imprint@canyon.com (hereinafter "CANYON", "we", "us" or "our") and all related Services (hereinafter collectively referred to as "Services").

1.2 By downloading and installing the CANYON App and accepting these Terms of Use when logging in, you enter into a User Agreement in accordance with these Terms of Use. The CANYON App cannot be used without acceptance of the Terms of Use.

1.3 The use of the CANYON App is governed exclusively by these Terms of Use (and any applicable laws). User's terms and conditions that deviate from these Terms of Use shall only apply if we have agreed to them in writing.

§ 2 Our Services, changes

2.1 CANYON App

2.1.1 We make the CANYON App available to Users. Among other things, the CANYON App allows Users to:

- a) retrieve information and instructions about the User's CANYON Bikes registered in the CANYON App (hereinafter referred to as "CANYON Bikes");
- b) purchase online (e-commerce), e.g. original spare parts, gear and accessories for the CANYON bikes, by ordering them directly from CANYON;
- c) book, commission and manage additional Services to CANYON Bikes, e.g. insurance;
- d) track shipments from CANYON;
- e) manage their MY CANYON account;
- f) find manuals and other support information within the app.

CANYON is not obligated to provide these features; some of the aforementioned features will only be made available with upcoming updates and upgrades.

2.1.2 In order to be able use all functions of the CANYON App, it might be necessary to connect a compatible CANYON Bike (basically all CANYON

bikes from model year 2020 onwards; older CANYON bikes from model year 2016 onwards may have a limited range of functions).

2.1.3 In order to connect a CANYON Bike to the CANYON App, the connection process must be started in the App; this requires, in particular, the entry of the serial number associated with the CANYON Bike.

2.2 MY CANYON Account

2.2.1 In order to use the CANYON App, a MY CANYON Account is required, which has its own privacy policy and may be subject to its own terms of use. The User can also register for the MY CANYON Account for the first time through the CANYON App. By logging into the CANYON App with their MY CANYON Account, the User can access the data collected in the MY CANYON Account through the CANYON App.

2.2.2 When the User downloads the app and/or creates a MY CANYON Account for the first time, we will ask him for further optional consents to various data processing operations, such as sending personalized information or using the data for product development.

2.3 We provide our Services and related Services in selected countries. Some of our Services are only available in selected countries and/or selected languages.

2.4 We are constantly changing and improving the Services we offer without being obliged to do so. We are entitled at any time to discontinue the current version of the CANYON App and to block access immediately if necessary. You will be notified when you reopen the CANYON App and you may be prompted to download a new version. We will also inform you of any relevant changes that have been made. We will consider the effects of changes on the use of the Services at all times and weigh them against the respective legitimate interests of our Users.

2.5 We do not charge for the provision of the CANYON App. Nevertheless, Users may incur connection fees according to the User's chosen mobile phone or Internet provider. In addition, we may enable the User to conclude further contracts, including those against payment, via the CANYON App; we will always inform you of this separately.

2.6 We may use anonymous usage and error data for the provision and

further development of our products.

2.7 We are happy to receive inquiries, suggestions and complaints from you at app@caynon.com.

§ 3 Use of the Services

3.1 You can use the CANYON App if you are at least 18 years old. The CANYON App is for personal, non-commercial or professional use only.

3.2 Use of the CANYON App requires that you have a compatible end device with internet access and download the app from the Apple App Store or Google Play Store. Only the current version of the CANYON App is available for use; if a new version is released, we are entitled to enforce that the update must be made or the use of the CANYON App must be discontinued otherwise.

3.3 We reserve the right to adapt the Services to the current market conditions on an ongoing basis. For the use of the Services, it is therefore particularly necessary to keep the operating system of the end device used up to date. The CANYON App usually supports the last two major versions of iOS and the last three major versions of Android. Adjustments can also lead to older end devices in particular not meeting the requirements in the future or only to a limited extent.

3.4 We are entitled to transfer the User Agreement in whole or in part to a company affiliated with CANYON.

3.5 Users of the CANYON App are only granted the non-exclusive, non-transferable and non-sublicensable right to use the Services in accordance with the provisions of these Terms of Use. Further rights of use are not granted.

3.6 Users are only entitled to decompile, disassemble or reverse engineer the CANYON App if and to the extent permitted by mandatory legal provisions.

3.7 On or in connection with the CANYON App and/or your MY CANYON Account, we may allow you to communicate, submit, upload or otherwise make available a profile picture or other content (i.e. text, video, chat, images; hereinafter "User-generated Content") which may be accessible and viewable by others in the CANYON App or on other CANYON platforms. You agree that you will not submit any User-generated Content that is defamatory, harassing, threatening, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity. With regards to any User-generated Content, you agree to grant us the non-exclusive, sublicensable, irrevocable and royalty-free worldwide right for the full duration of any rights in or to such

User-generated Content to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate publicly perform, publicly communicate, make available, and otherwise exploit such User-generated Content. You represent and warrant that your User-generated Content conforms to these conditions and that you own or have the necessary rights and permissions to use and exploit, and to authorize CANYON to use and exploit, your User-generated Content in all manners contemplated by these Terms of Use.

3.8 We endeavor to provide the Services 24 hours a day, 365 days a year, but we do not commit to uninterrupted availability of the Services. Availability may be restricted for reasons of force majeure, including strikes, lockouts and official orders, as well as due to technical and other measures that are necessary for our systems or the systems of the Service providers or network operators for the proper operation or improvement of the Services (e.g. maintenance, repair, system-related software updates, extensions). Disruptions to the Services may also result from short-term capacity bottlenecks due to load peaks on the Services or from disturbances in the area of telecommunications systems of third parties. We will make all reasonable efforts to remedy such disturbances immediately or to work towards their elimination. In the case of scheduled maintenance work, we will take into account the legitimate interests of the Users, in particular by carrying out the maintenance work at typically low-usage times.

3.9 The User undertakes to use the Services exclusively as intended. Any misuse is prohibited. Misuse exists in particular if the User

- a) uses the Services in a manner prohibited by law, regulation or governmental order or regulation in any relevant jurisdiction;
- b) uses the Services to violate the rights of others;
- c) uses the Services to attempt to access or interfere with any Services, devices, data, accounts or networks without authorization;
- d) uses the Services to distribute spam or malware;
- e) uses the Services in a manner that could harm CANYON or its business partners or interfere with any third party's use of the Services;
- f) creates a situation where a failure of the Services could result in the death or serious bodily injury of any person or serious physical or environmental harm;
- g) violates any provision of these Terms of Use;
- h) makes statements that, to the best of his knowledge, are false;
- i) takes measures aimed at circumventing technological protection measures; or
- j) assists someone in intending to commit any of the foregoing.

3.10 The User undertakes to refrain from electronic attacks of any kind on the Services or on CANYON. Electronic attacks include, in particular, attempts to overcome, circumvent or otherwise disable the security mechanisms of CANYON or the CANYON App, the use of computer programs to automatically read data, the application and/or spread of viruses, worms, Trojan horses, brute force attacks, spam or the use of other links, programs

or procedures, that can harm us.

§ 4 Term, Termination and Blocking

4.1 The User contract runs for an indefinite period.

4.2 The parties are entitled to terminate the User contract at any time, the User by deleting the app, CANYON by blocking the app and terminating the download option. From the effective date of termination, further use of the CANYON App is no longer permitted. The User can delete the CANYON App at any time. Deleting the CANYON App does not affect the data recorded in the MY CANYON Account.

4.3 In the event of significant breaches of the obligations incumbent on the User as well as in the event of justified substantial suspicions of a significant breach of duty, we are entitled to prohibit the User from further use of the Services until the breach of duty has been remedied and/or the User has credibly demonstrated the omission of future breaches of duty.

§ 5 Liability

Unless otherwise stipulated below, we shall be fully liable for intent and gross negligence, including those of our legal representatives and vicarious agents. The same applies to culpably caused damages resulting from injury to life, limb or health, to damages caused by the lack of a guaranteed quality, as well as in the case of fraudulently concealed defects; in the case of other property damage and financial loss caused by slight negligence by us, our legal representatives or vicarious agents, liability is limited to cases of breach of a material contractual obligation. Essential contractual obligations are those whose fulfilment makes the proper execution of a contract possible in the first place and on the observance of which the contracting parties may regularly rely. The amount of our liability for damages, insofar as we are not accused of intentional breach of duty, is limited to the foreseeable, typically occurring damage. Liability according to mandatory legal regulations, such as the Product Liability Act, always remains unaffected. In all other respects, our liability is excluded.

§ 6 Privacy Policy

6.1 When using the Services, we collect and process personal data of Users. Data processing is carried out in accordance with the provisions of the applicable data protection law.

Further information on the processing of your personal data is provided in our [privacy policy CANYON App](#) and our [privacy policy MY CANYON Account](#). These do not become part of the contract.

§ 7 Final provisions

7.1 Should individual provisions of these Terms of Use be or become void

or ineffective in whole or in part, this shall not affect the validity of the remaining provisions. Any unincorporated or invalid provisions of these Terms of Use shall be replaced by statutory law. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to replace the non-included or ineffective provision with an effective provision that comes as close as possible to it economically.

7.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the customer as a consumer has his habitual residence in another country, this does not affect statutory provisions limiting the choice of law and the applicability of mandatory provisions of the place of residence; in particular, stricter consumer protection law remains applicable.

7.3 We are not obliged to participate in dispute resolution proceedings and do not participate in any dispute resolution proceedings, not even before a consumer arbitration board within the meaning of the German Consumer Dispute Resolution Act.

