

## **FANTIC USA INC., Terms of Sales, Privacy Policy and Refund Policy.**

READ CAREFULLY.

**Section A – Terms applicable to users making website purchases.** “SECTION A” Terms apply specifically to all users making purchases on this Website. If you are using this Website, but not making a purchase, please refer to “SECTION B” for Terms applicable to you.

1. **TERMS GOVERNING ALL ORDERS.** These Terms apply to any and all purchases made by you from Fantic via this Website. If you place an order with Fantic it means you have read and expressly agree, consent to, and accept these Terms. You must be 18 years or older to make a purchase on this Website. These Terms apply to all sales of bicycles, clothing, and any and all other goods and products offered on this Website (collectively, “Products”). These Terms cannot be altered, other than in writing and signed by an Officer of Fantic. In the event of any inconsistency or conflict between these Terms and any provision in any Customer-submitted order or writing, in any other document writing, or any oral arrangement in connection with an order of any Product, these Terms shall govern and control (and any inconsistent provisions shall be void). Fantic reserves the right to change or modify these Terms at any time in its sole discretion. Notice of any such changes to these Terms will be provided by Fantic by posting a notification on this Website or updating the date referenced at the top of the revised Terms or as otherwise deemed appropriate by Fantic. Fantic’s right to require strict observance and performance of each of these Terms shall not be reduced, vitiated, or otherwise affected by any current or past waiver of any of these Terms (or by any previous course of dealing).
2. **ORDERS AND ACCEPTANCE.** When a Customer places an order on this Website, such order will not be deemed accepted by Fantic unless and until an order acknowledgment is sent to the Customer via email by Fantic (“Order Confirmation”). Orders accepted by Fantic may not be cancelled by Customer without Fantic’s express written consent, which Fantic may withhold in its sole discretion. All orders are subject to the availability of the ordered Product. Fantic reserves the right to impose quantity limits on any order, to reject all or part of an order, and to discontinue products or services without notice, even if you have already placed your order. Also, even if an order has been accepted, Fantic may subsequently cancel such order in whole or in part due to Product availability (including without limitation, any discontinuation of the Product), price change, if the incorrect Product price was displayed on this Website, or as otherwise determined by Fantic in its sole discretion. Customer will be notified of any order cancellation and any amounts Customer has paid to Fantic in respect of such order shall be refunded to Customer as set forth in the “Payment” paragraph of these Terms.
3. **PRICES AND TAXES.** All prices on this Website are shown in United States dollars. All prices are subject to change without notice. Taxes are collected by Fantic at the time of purchase based on Shopify terms and conditions. If taxes are not collected at this time but are legally due you shall be responsible and pay for, and reimburse Fantic if it pays, any such Taxes (except for income Taxes imposed on Fantic). If Fantic is required by any governmental authority or agency to collect and pay any Taxes on Customer’s behalf, Fantic may invoice Customer for such amounts including any interest or penalty assessed thereon. Products displayed on this Website may be also available at a Fantic authorized retailer in our dealership network (each an “Authorized Fantic Dealer”); however, prices displayed for such Products on this Website may vary from advertised promotional prices available at an Authorized Fantic Dealer.
4. **Payment.** All orders must be paid in full prior to shipment. Fantic accepts all major credit cards, such as MasterCard, Visa, and American Express, and debit cards. Payment information is submitted by Customer upon the placement of any order, and acceptance, fulfillment and shipping of the order by Fantic is subject to verification of payment information and availability of funds. Only valid credit or debit cards acceptable to us may be used and all refunds will be

credited to the same card used in the purchase. By submitting your order, you represent and warrant that you are authorized to use the designated credit or debit card and authorize us to charge your order (including Taxes, shipping, handling and any other amounts described on this Website) to that credit or debit card. If the credit or debit card cannot be verified, is invalid, or is not otherwise acceptable, your order may be suspended or cancelled automatically.

5. **Website Errors.** We do not warrant that any Product, description, photograph, pricing or other information on this Website is accurate, complete, reliable, current or error-free. In the event of an error, whether on this Website, in an Order Confirmation, in processing an order, delivering a Product or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct Product purchase price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.
6. **Agreement to Conduct Transactions Electronically; Recording; Copies.** You agree that all of your transactions with or through this Website may, at our option, be conducted electronically from start to finish, and that any oral conversations may be recorded. If we decide to proceed non-electronically, those transactions will still be governed by the remainder of these Terms unless you enter into different written terms provided by us. You are responsible to print or make an electronic a copy of these Terms and any other contract or disclosure that we are required to provide to you.
7. **Shipping & Handling; Delivery and Risk of Loss.** All Products purchased on this Website can only be shipped to a valid street address (i.e., we do *not* deliver to P.O. Boxes, Army Post Office (APO) and Fleet Post Office (FPO)) within the contiguous 48 states of the United States (which excludes Alaska, Hawaii, Puerto Rico and all other foreign countries) to (a) you directly (to the domestic/deliver-to address indicated in your order) or (b) an Authorized Fantic Dealer of your choosing. All Products are shipped via standard ground delivery (i.e., no provisions for expedited freight on bicycles or other Products) and shipment is free of charge to the customer. If the bicycle is shipped to your home please keep the original box and padding for 10 days in case you decided to ship the bicycles back to Fantic. Title and risk of loss or damage to the ordered Product shall pass to Customer at the time the Product is delivered to Customer (whether shipped directly to Customer or whether shipped to an Authorized Fantic Dealer). Shipping times shown on this Website are good faith estimates only, and actual delivery dates may vary. Fantic will use commercially reasonable efforts to fill Customer's orders within the timeframe stated on this Website but in no event shall Fantic be liable for any damages associated with Fantic's inability to meet any such timeframes.
8. **Pick-Up at Authorized Fantic Dealer.** If any of the Product is shipped to an Authorized Fantic Dealer for Customer to pick-up, Fantic will notify Customer via email when the Product is available for pick-up at the Authorized Fantic Dealer. Customer agrees to pick-up the Product at the Authorized Fantic Dealer within 7 calendar days following receipt of the email notice, and if Customer is unable to pick-up the Product purchased within such 7 calendar days, Customer will contact the Authorized Fantic Dealer using the details in the Order Confirmation. At the time of Product pick-up, Customer agrees to present to the Authorized Fantic Dealer, the Order Confirmation and a government issued identification card (such a valid driver's license or passport). Customer's failure to pick-up the Product or contact the Authorized Fantic Dealer within 14 calendar days of Fantic's initial delivery notification may result in Fantic charging Customer a \$50 fee for collection, storage, and/or restocking. If Customer fails to pick-up the Product after 14 calendar days, the order shall be cancelled and Fantic will refund any amounts Customer has paid in respect of such Product (less the any applicable shipping, handling and restocking charges).
9. **Returns.** Unless otherwise indicated on this Website as a "nonreturnable" item, within 10 days following delivery, a Customer may return a Product for a full refund of the purchase price (not including initial shipping and handling charges) plus any applicable Tax, so long as any such Product is in new, unused and undamaged condition, with original packaging, and the original price and information tag(s) have not been removed, and subject to the following:

1. **If bike was delivered to you:** Please email [orders@FanticBicycles.com](mailto:orders@FanticBicycles.com) to obtain a Return Merchandise Authorization (RMA) and return label. Please include the Return Form with your returned product. You may be eligible for a full refund of the purchase price (not including initial shipping and handling charges) plus any applicable Tax, so long as any such bicycle is like-new and undamaged.
2. **If bike was delivered to an authorized delaer:** Bring your bike, with proof of purchase, to the local Authorized Fantic retailer who assembled your bike. You may be eligible for a full refund of the purchase price (not including initial shipping and handling charges) plus any applicable Tax, so long as any such bicycle is like-new and undamaged.
10. **Product Changes.** From time to time and without notice, Fantic reserves the right to make any changes it deems necessary or desirable, including but not limited to changes related to design, specifications, manufacturing or production of its Products.
11. **Manual. Before completing the purchase read carefully the .pdf of the manual on Fantic's website. If you are not conformable with the manual do not make the online purchase and instead contact an authorized dealer.**
12. **Not for Resale.** Customer agrees and represents that Customer is buying the Product(s) for Customer's own use and not for resale.
13. **Reservation.** Fantic reserves the right to refuse to sell Products to anyone for any reason, in its sole discretion.
14. **Warranty; Exclusive Remedy.** Subject to the following limitations, terms, and conditions, Fantic warrants to the original purchaser (and only the original purchaser) of each purchased Product as follows:
  1. **Warranties.** The following warranties apply only to bicycles and framesets purchased new from Fantic:
    1. **Lifetime Warranty.** Fantic warrants the frame of each new bicycle and to be free from defects in material and workmanship for as long as the original purchaser owns the bicycle. This limited warranty is non-transferable.
    2. **Limited Warranty.** Paint finish and all other original components, and all repair parts, replacement parts, and accessories, are warranted to be free from defects in material or workmanship for a period of one (1) year from the original date of purchase. Original manufacture warranty applies for components. Any repaired or replaced part will remain subject to the warranty for the remaining portion of the original warranty term, but will have no warranty coverage whatsoever beyond expiration of such original warranty term. This limited warranty shall automatically expire on the one (1) year anniversary of the date of purchase.
    3. **Batteries.** The BMZ battery is cover for a 3 year period from the date of original purchase.
    4. **Motor.** The Prose motor is covered for a 2 years period from the date of purchase. NEVER ATTEMPT TO OPEN THE MOTOR. If you feel that the motor is not working properly, bring the bike to the closest authorized dealer for troubleshooting. If there isn't a Fantic dealer in your area please email [info@fanticbicycles.com](mailto:info@fanticbicycles.com) for over-the-phone instruction on troubleshooting before removing the motor and send it back to us. If you are not comfortable in removing the motor please walk into a bicycle dealer in your area and ask for assistance.
    5. **Free 60-Day Repair Labor.** If your bicycle is found to be defective in materials or workmanship, within 60 days of purchase, it will be repaired

for you without charge for labor or materials. To receive this service, simply bring your bicycle to the Authorized Fantic Dealer from where it was delivered and picked-up by you. If the bike was delivered directly to you, please show proof of defect by sending pictures to [info@fanticbicycles.com](mailto:info@fanticbicycles.com) Fantic will follow up with you directly to determine the best plan of action.

6. **Limited Remedy.** Unless otherwise provided, the sole remedy under the above warranty, or any implied warranty, is limited to the replacement of defective parts with those of equal or greater value at the sole discretion of Fantic. Unless within the free 60-day repair labor period, you will be responsible for labor costs associated with warranty replacements. EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY LAW, IN NO EVENT SHALL Fantic BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSSES, WHETHER BASED ON CONTRACT, WARRANTY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER THEORY.
  7. **Exclusions.** THE ABOVE WARRANTY, OR ANY IMPLIED WARRANTY, DOES NOT COVER NORMAL WEAR AND TEAR. ALL WARRANTIES ARE VOID IF THE BICYCLE IS MODIFIED FROM ITS ORIGINAL CONDITION OR THE BICYCLE IS USED FOR OTHER THAN NORMAL ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, FAILING TO FOLLOW THE OWNER'S MANUAL OR USING THE BICYCLE FOR COMMERCIAL ACTIVITIES OR IN COMPETITIVE EVENTS, INCLUDING BUT NOT LIMITED TO BICYCLE RACING, BICYCLE MOTORCROSS RACING, STUNT RIDING, RAMP JUMPING OR SIMILAR ACTIVITIES, AND TRAINING FOR SUCH ACTIVITIES OR EVENTS. Fantic MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. Except to the extent specifically prohibited by law, ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THAT OF THE EXPRESS WARRANTIES STATED ABOVE.
2. **Exercising Your Rights Under the Warranties.** In order to exercise rights under any applicable warranty in this Paragraph 13:
    1. **Bicycles Only:** Customer must bring bicycle with proof of original purchase to an Authorized Fantic retailer, or contact [info@fanticbicycles.com](mailto:info@fanticbicycles.com) if you chose to have the bike delivered to you directly.

If the product is determined not to be covered by the warranty terms, Customer may be responsible for all return shipping expenses (a) to Fantic or (b) if applicable, to the Authorized Fantic Dealer where Customer picked-up the Product.

1. **Right to Modify; Warranty Process.** Fantic reserves the right to modify this limited warranty at any time, in its sole discretion. Fantic reserves the right to require additional identification, proof of purchase, or additional verifiable information to help Fantic locate Customer's purchase of the Product in its records. If Customer does not comply with any of the above conditions, Fantic reserves the right to refuse the return or exchange, or to impose different or additional conditions,

including (without limitation) using the current sales price of the returned Product. Within 30 days following the return to Fantic of the allegedly defective Product (pursuant to a warranty claim that complies with the foregoing requirements of this Paragraph 13) Fantic will inspect any such returned Product. If Fantic determines that the Product is in compliance with the applicable warranty, it will so notify the Customer and no further action will be taken. Alternatively, if Fantic determines that the Product is not in compliance with the applicable warranty, it will so notify Customer (and repair or replace, as applicable).

2. **DISCLAIMER OF OTHER WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH in this PARAGRAPH 13 and except to the extent specifically prohibited by law, Fantic DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED on all products, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Fantic makes no other express warranties and the warranties set forth in this Paragraph 13 supersede any prior representations and understandings regarding the Products, including any warranty arising from course of dealing, course of performance, or usage of trade.
3. **section B – terms applicable to all website users.** “SECTION B” Terms apply to **all users** of this Website (including Customers that purchase any Products and users that only browse this Website and do not purchase anything).
  1. **Privacy Policy.** Our Privacy Policy applies to your access and use of this Website, including any personal information provided by you via this Website. The terms and conditions of our Privacy Policy are hereby incorporated by reference into these Terms. In addition, the Privacy Policy is subject to the terms and conditions of these Terms and in the event of conflict between these Terms and the Privacy Policy, these Terms shall govern and prevail. If you do not agree with the Privacy Policy, do not use this Website.
  2. **Use of Website.** This Website is not targeted towards, nor intended to be used by, children under the age of 13. By using this Website, you represent and warrant that you are 13 years of age or older. If you are not at least 13 years of age, do not access or use this Website. If you are under the age of 18, you may use this Website only with the involvement and supervision of a parent or guardian. Further, you may not make any purchases from this Website unless you are at least 18 years old.
  3. **Website Content; License to Use Website.** Unless otherwise indicated on this Website, this Website and all content and materials therein, including but not limited to the Fantic logo and all designs, text, graphics, pictures, information, images, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Website Content”) are the proprietary property of Fantic or its affiliates, licensors, suppliers or users and are protected by United States and international copyright laws. Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferrable license to access and use this Website and this Website Content solely for your personal, non-commercial use.
  4. **Restrictions on Use of this Website.** You agree that you will access and use this Website and this Website Content only in a lawful manner and only in accordance with these Terms. You may not sublicense, assign, transfer or encumber any part of your rights to use this Website or this Website Content. This license excludes any resale or commercial use of this Website or this Website Content. We may revoke your access and use of this Website at any time (including if you violate these Terms), and nothing herein constitutes a representation that this Website will be available to you for your access or use. Fantic reserves the right to modify or discontinue, temporarily or permanently, this Website or any of its features or portions thereof (including this Website Content) without prior notice. You agree that Fantic will not be liable for any modification, suspension or discontinuance of this Website or any of its features or any part thereof. Additionally, you agree that you will not (and the above-referenced license above excludes your ability to): (i) gain access, or attempt to gain access, to any portion of this Website, or any systems or networks connected to this Website, by hacking, password mining or any other illegitimate or unlawful means; (ii) create or maintain any link from another site to any page on this Website without Fantic’s prior written consent; (iii) run or display this Website (or any Website

Content) in frames or through similar means on another site, application or location, without Fantic's prior written consent; (iv) engage or attempt to engage any resale of this Website or Website Content; (v) collect or use any Product listings, pictures or descriptions; (vi) modify or make any derivative use of this Website Content in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public, non-personal or commercial purpose; (vii) use data mining, robots, or similar data gathering and extraction tools; (viii) create or transmit unsolicited electronic communications, such as spam, use any device, software or routine to interfere or attempt to interfere with the proper working of this Website, or otherwise interfere with users' enjoyment of this Website; (ix) transmit or upload to this Website any item containing or embodying any virus, worm, defect, trojan horse, software bomb or other harmful or malicious code or feature that does or could interfere with, damage or degrade in any manner the performance or security of this Website or adversely affect a user; (x) submit to this Website any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity or otherwise use this Website to transfer or store illegal material; or (xi) access or use this Website or this Website Content in any manner which would violate any applicable local, state, federal or international laws. Without limiting the foregoing, any use of this Website in violation of the foregoing, or other improper use, without Fantic's prior written consent is strictly prohibited and will automatically terminate the above-referenced license. Any such improper or unauthorized use may also violate applicable laws (including but not limited to copyright, trademark and other applicable laws). Subject to the above-referenced limited license, nothing in these Terms shall be construed as conferring any license to intellectual property rights. The above-referenced license is revocable at any time by Fantic for any reason whatsoever.

5. **User Content; User Areas.** This Website may include product reviews, discussion forums, blogs or other interactive features or areas (collectively, "User Areas"), in which you or other users can create, post, transmit or store any content, such as text, music, sound, photos, video, graphics or code on this Website, or publish content and other information through your social media accounts (e.g., Twitter™, Instagram™, Pinterest™, FaceBook™), such as your name, social media handle, accompanying text, and any images, all of which you allow Fantic to feature on this Website (collectively, "User Content"). All User Content is publicly-viewable by any user using or accessing this Website. When posting User Content, you agree to contribute responsibly, to treat others with respect, and to adhere to these Terms.

1. **User Content.** By using or accessing any User Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish, send or submit any User Content that (i) contains, or provides links to, obscene, profane, harassing, inflammatory, or threatening language, viruses, malware of any kind, corrupted data or other harmful, disruptive or destructive files or code, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam," or any material that could be considered harmful, sexually explicit, pornographic, suggestive, indecent, lewd, violent, abusive, or degrading; (ii) violates the rights of any party or that would otherwise create liability or violate any local, state, national or international law; (iii) may impinge upon or violate the publicity, privacy or data protection rights of others, including pictures or information about another individual where you have not obtained such individual's consent; (iv) infringes on any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party; (v) displays, describes or encourages usage of any Product in a manner that could be offensive, inappropriate or harmful to Fantic or any user or consumer or that is contrary to any instructions or warnings relating to such particular Product; (vi) that, in the sole judgment of Fantic, restricts or inhibits any other person from using or enjoying this Website or which may expose Fantic or its users to any harm or liability of any type. By posting User Content to or through this Website, you represent and warrant that (a) such User Content is non-confidential; (b) you own, control or otherwise have the necessary rights, title and interest in and to the User Content to use and post such User Content to this Website and to grant Fantic the accompanying rights with respect thereto; (c) the User Content is neither inaccurate, misleading nor harmful in any manner; and (d) the User Content, and your use and posting thereof on this Website, do not and will not violate these Terms or any applicable law, rule or regulation.

2. **License.** For any User Content you submit, you grant to Fantic a nonexclusive, sublicensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without acknowledgment or compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to Fantic the right to include the name provided along with the User Content submitted by you; provided, however, Fantic is not obligated to include such name with such User Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this Paragraph 5. You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.
3. **User Conduct.** You agree that you are solely responsible for your User Content and for your use of such User Areas, and that you are using the User Areas at your own risk. except to the extent specifically prohibited by law, Fantic is not responsible or liable for the conduct of, or your interactions with, users of this Website (whether online or offline), nor is Fantic responsible or liable for any associated loss, damage, injury or harm; Fantic takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party or for any loss or damage thereto, nor is Fantic liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter; and you agree to indemnify Fantic for all claims resulting from any User Content you submit.

Fantic encourages its users to report User Content that violates these Terms (by contacting Fantic at 844-335-0334). Enforcement of the Terms, however, is at Fantic's sole discretion and the absence of enforcement of these Terms in certain instances does not constitute a waiver of our right to enforce the Terms in other instances. Although Fantic has no obligation to monitor any User Content on this Website, Fantic reserves the right and has absolute discretion to monitor, alter, remove, edit, or refuse to post or allow to be posted any User Content on this Website, or to disclose any User Content and the circumstances surrounding its transmission to any third party, in each case, at any time and for any reason without notice.

Any use of this Website in violation of these Terms may result in, among other things, termination or suspension of your rights to use the User Areas and/or this Website.

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2. **INDEMNIFICATION.** Except to the extent specifically prohibited by law, you agree to forever indemnify, defend and hold Fantic harmless from and against any claims, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and expenses and reasonable expert witness fees and expenses) arising from of or related to any violation by you of any of these Terms.
3. **AS-IS WEBSITE; ASSUMPTION OF RISK; LIMITATION OF LIABILITY.** This Website and this Website Content are provided on an "AS IS" and "WITH ALL FAULTS" (without representations, warranties or conditions of any kind, either express or implied), and Fantic DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED on this Website AND WEBSITE CONTENT, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Fantic does not represent or warrant that this Website is accurate, complete, reliable, current or error-free. Fantic does not represent or warrant that this Website or its servers are free of viruses or other harmful components.

EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY LAW, IN NO EVENT SHALL Fantic BE LIABLE FOR special, punitive, indirect, incidental or consequential damages, including without limitation, liability for loss of use, loss of profits, loss of Product, DIMINUTION IN VALUE, LOSS OF DATA or business interruption, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THE SAME MAY BE CAUSED (INCLUDING THE FAULT OR NEGLIGENCE OF Fantic OR OTHERWISE), ARISING FROM OR RELATING TO THE USE OF, OR INABILITY TO USE, THIS WEBSITE (INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM OR RELATING TO YOUR RELIANCE ON ANY INFORMATION ON THIS WEBSITE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR FAILURE OF PERFORMANCE OF THIS WEBSITE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, ACTS OF THIRD PARTIES BEYOND Fantic'S CONTROL, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR OTHERWISE). EXCEPT TO THE EXTENT SPECIFICALLY PROHIBITED BY LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Fantic (WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THIS WEBSITE EXCEED ANY COMPENSATION YOU PAY TO Fantic FOR ACCESS TO OR USE OF THIS WEBSITE.

1. **Governing Law.** These Terms shall be construed (both as to validity and performance) and enforced in accordance with the substantive laws of the State of California applicable to agreements made and to be performed wholly within such jurisdiction (notwithstanding any choice of law principles, statutes or rules to the contrary). Any rule of law or any legal decision that would require interpretation of any ambiguities in these Terms against the party that drafted it, is of no application and is hereby expressly waived. These Terms shall be interpreted in a reasonable manner.
2. **Jurisdiction.** Any action or proceeding arising in connection with or relating to the matters covered by these Terms shall be litigated only in the state and federal courts located in the County of Marin, State of California (and such courts shall have in personam jurisdiction and venue over such party for the purpose of such litigation). You hereby (i) expressly and knowingly waive any right you may have to assert the doctrine of forum non conveniens or otherwise object to venue, (ii) stipulate to in personam jurisdiction in California, and (iii) agree to accept service of process by registered or certified mail. Notwithstanding this, you agree that Fantic shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. Notwithstanding the foregoing and regardless of any statute or law to the contrary, you must file any claim or action related to these Terms within one (1) year after such claim or action accrued; otherwise, you will have waived the claim or action.
3. **Entire Agreement.** These Terms constitute the entire legal agreement between you and Fantic and govern your use of this Website, and supercede all prior or contemporaneous agreements, representations, warranties and understandings between you and Fantic.



4. **Severability.** These Terms shall be severable in the event that any of the provisions hereof are held to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.
5. **Headings.** Headings are for reference purposes only and do not limit the scope or extent of such section.
6. **Failure to Act is Not a Waiver.** Fantic's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. You agree that if Fantic does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Fantic has the benefit of under any applicable law), this will not be taken to be a waiver of Fantic's rights and that those rights or remedies will still be available to Fantic.
7. **Third Party Beneficiaries.** You acknowledge and agree that any other entities controlled by Fantic or under common control with Fantic shall be third party beneficiaries to these Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of these Terms which confers a benefit on (or rights in favor of) them. Subject to the foregoing, (a) there are no third party beneficiaries to the Terms and (b) these Terms are not intended to and shall not confer any right or benefit on any third party.
8. **Exclusivity.** The parties' rights, liabilities, responsibilities and remedies with respect to the Products shall be exclusively those expressly set forth in these Terms. The waivers, releases, limitations on liability and on remedies expressed in these Terms shall apply even in the event of the default, negligence, breach of contract, strict liability, of the party released or whose liability is limited and shall extend to their directors, officers, and employees.

**READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS ("TERMS") GOVERN BOTH (A) PURCHASES BY YOU (the "Customer" and sometimes also referred to as "you," "your," or "user" herein) from Fantic USA, Inc. ("Fantic" and sometimes also referred to as "us," "we" or "our" herein) via use of [www.fanticbicycles.com](http://www.fanticbicycles.com), [www.fantic-bikes.com/us](http://www.fantic-bikes.com/us) or the websites of any Fantic affiliates and/or authorized Fantic retailers that are linked to the foregoing websites (each a "Website") (references herein to "this Website" shall mean and apply to each and every aforementioned Website), as well as (B) your USE OF THIS WEBSITE EVEN IF YOU DO NOT MAKE ANY PURCHASE. These Terms are divided into "Section A" and "Section B". "Section A" terms apply specifically to those making purchases on this Website, and "Section b" Terms apply to all users of this Website (BOTH USERS THAT MAKE PURCHASES AND USERS WHO DO NOT). IF YOU USE THIS WEBSITE BUT DO NOT MAKE ANY PURCHASE, YOU AGREE TO BE BOUND BY THE "SECTION B" TERMS (AND ANY TERMS INCORPORATED BY REFERENCE); AND, IF YOU MAKE A PURCHASE YOU AGREE TO BE BOUND BY THE "SECTION B" TERMS AND THE "SECTION A" TERMS (AND ANY TERMS INCORPORATED BY REFERENCE). DO NOT USE THIS WEBSITE, ONLINE SERVICES, OR MOBILE APPLICATION IF YOU DO NOT AGREE TO ALL OF THESE TERMS.**