

BikeLink™ System Cardholder and User Agreement

This Agreement with eLock Technologies, LLC (also referred to as “eLock”) and Facility Owner (as defined below) allows You to use a BikeLink™ access device to obtain share time in a BikeLink™ facility. Your use of the Access Device constitutes your acknowledgment and consent to this Agreement – READ IT CAREFULLY.

1. Definitions

- 1.1. The “Access Device” is any uniquely assigned ID and/or debit device, including the BikeLink™ Smart Card, issued to a particular user and registered in the BikeLink™ user database.
- 1.2. The “Card” or “Smart Card” is the BikeLink™ Smart Card issued to the Cardholder.
- 1.3. The “Cardholder” or “User” (“You”) is the bearer of the Access Device.
- 1.4. A “Locker” or “eLocker” is a Bicycle Locker with compatible Access Device reader made or licensed by eLock Technologies LLC.
- 1.5. “BikeLink™” is an inter-agency network of shared, on-demand parking and vending facilities for bicycles and other small vehicles, and an administrative system for issuing and distributing Access Devices for use in BikeLink™ Facilities.
- 1.6. “Inter-agency network” means that a user who has obtained a BikeLink™ Access Device and who agrees to and complies with the terms of this Agreement could access any BikeLink™ facility. Some BikeLink™ facilities may require additional access codes.
- 1.7. An “Administrative Device” is a device which enables system administrators to update, modify, unlock, or access a BikeLink™ Facility.
- 1.8. “Card Issuers” or “Vendors” are agencies or entities which sell or distribute Access Devices.
- 1.9. “Rental” is the result of securing a unit of a BikeLink™ facility, such as an on-demand locker, or bicycle share, for the sole use of a specific access device.
- 1.10. “Available” is the state in which any authorized Access Device may initiate a Rental of a unit of a BikeLink™ facility.
- 1.11. “Rented” is the state in which a particular unit of a BikeLink™ facility is assigned for exclusive use by a particular User.
- 1.12. “Expired” is the state resulting when a Rental is not terminated before its scheduled ending date and time.
- 1.13. “Held” or “Reserved” is the state in which a particular unit of a BikeLink™ facility is preemptively assigned for exclusive use by a particular User or set of Users.
- 1.14. “Abandoned” is the state in which a particular unit of a BikeLink™ facility has been left in an “Expired” state long enough to be in violation of rental duration terms indicated on screens or signage at the Facility.
- 1.15. A “Facility Owner” or “Owner” is the agency with ownership of a particular BikeLink™ facility, or the agency with jurisdiction over a particular BikeLink™ facility.

2. Rental Transactions

- 2.1. Rental terms may vary by location and are displayed on information screens or signage.
- 2.2. Only the renting Access Device or an authorized Administrative Device can unlock a Rented, or Expired unit of a BikeLink™ facility.
- 2.3. Only the renting Access Device or Administrative Device can terminate a Rental.

3. Vehicle Storage Facility: Usage & Contents

- 3.1. Initiation of a Rental at a BikeLink™ storage facility entitles the User to access a storage space for immediate or future use. User may store their vehicle for the duration until the Rental is terminated or the Locker becomes Expired. BikeLink™ storage facilities shall be used only for the purpose of storing a vehicle and related equipment (such as helmet, pump, or lock). The storage facility shall not be used in, or in connection with, any activity prohibited by law, or set by Facility Owner. Non-compliance of any of the above conditions shall constitute a default by the User in the terms of this agreement.
- 3.2. After a time period the Facility Owner deems excessive, an Expired Rental shall be considered Abandoned. Abandoned Rentals constitute a default by the User in the terms of this agreement.

- 3.3. Upon default, the Facility Owner and the Facility Owner’s agent(s) have the right to empty the storage space of any property stored therein, and dispose of such contents as it sees fit. If the User has registered his or her correct and up to date contact information with BikeLink™ (at the time of Access Device purchase or by contacting BikeLink™), the Facility Owner shall promptly notify the User in writing, by email, and/or by phone before disposing of property.

- 3.4. As a condition for using a BikeLink™ facility for the restricted purposes mentioned above, the User waives any claim to the right to privacy and expressly consents to allow the Facility Owner and the Facility Owner’s agent(s):

- to open and inspect the storage space and inspect or relocate the contents thereof at any time without prior notice;
- in an emergency, to determine whether a health or safety hazard exists;
- to maintain the storage space, its door, or locking mechanism; or
- to determine whether any term of the Agreement is being violated.

- 3.5. You will be monetarily responsible for damages beyond normal wear and tear to the facility or adjacent structures caused by your misuse of the storage space.

4. Issue of Access Devices

- 4.1. The Access Device is available for purchase through BikeLink™, and authorized Vendors.
- 4.2. Vendor Location information is provided at www.bikelink.org, by calling (888) 540-0546, or on information screens, and signage at a BikeLink facility.

5. Access Device Value

- 5.1. The Access Device is not a charge, credit, or debit card.
- 5.2. The value the Access Device holds is neither cash nor the equivalent of cash. At a BikeLink™ Facility which charges for use, You can exchange value on the Access Device for share time of the facility or item; the Access Device value has no other use or worth.

6. Access Device Loss and Damage

- 6.1. You shall take all reasonable care of the Access Device to prevent it from damage, defacement, destruction, or loss of any kind.
- 6.2. You shall not alter or interfere with any graphic or Access Device Data and shall take all reasonable measures and care to ensure that any graphic and Access Device Data are not interfered or tampered with.
- 6.3. No refund for lost or damaged Access Devices will be provided except at the absolute discretion of eLock.
- 6.4. You shall report any lost, stolen, or irreparably damaged Access Devices to eLock in a timely manner; unless You report your lost or stolen Access Device, You may be held liable for its misuse.

7. Conditions for Services and Facilities

- 7.1. While using the services and/or facilities of a Facility Owner, You shall observe, perform, and comply with the terms and conditions, by-laws, rules, and regulations, including rental settings such as maximum rental duration and hourly rate, selected by that Facility Owner in relation to such services and/or facilities.
- 7.2. At the behest of a Facility Owner, authorized agents of eLock or the Facility Owner may electronically access, unlock, move or remove stored contents, and/or modify a facility owned by the Facility Owner, regardless of the facility’s state or the state of any affected Access Device, and neither eLock nor the Facility Owner shall be liable for any loss or damage resulting therefrom.
- 7.3. A Facility Owner may deny access to, replace, or remove any facilities it owns at any time for any reason, and neither eLock nor the Facility Owner shall be liable for any loss or damage resulting therefrom.
- 7.4. Neither eLock nor the Facility Owner are responsible for fire, theft, loss, or damage to any article left in a facility. The User shall indemnify eLock and the Facility Owner and their directors, officers, agents, representatives, and employees from any liability of any nature arising out of the User’s use of a facility.

8. Reservation

- 8.1. eLock does not warrant that any particular service and/or facility will be provided by any Facility Owner at any time or place.
- 8.2. You may rent in advance, within the limits set by the Facility Owner, to reserve use of a facility until a future time.

- 8.3. Where available, you may rent in advance using the on-line reservation system, within the limits set by eLock and the Facility Owner, to reserve use of a facility at a future time.
- 8.4. A reservation which has Expired constitutes a default by the User in the terms of this agreement, and may be terminated by the Facility Owner pursuant to section 3.3.
- 8.5. Neither eLock nor the Facility Owner warrant that any particular facility will function as expected at any time or place, nor shall eLock nor the Facility Owner be liable for any loss or damage therefrom.
- 8.6. No warranty is given that operation of the Access Device or BikeLink™ will be available with any Facility Owner at any time or place, and neither eLock nor the Facility Owner shall be liable for any loss or damage resulting therefrom.
- 8.7. Authorized agents of eLock and the Facility Owner shall have the right to inspect any Access Device and the Data therein at any time.
- 8.8. eLock reserves the right to:
 - 8.8.1. Recover any cost, expenses, loss, and damages incurred or suffered by eLock as a result of the User altering or interfering with the Access Device Data.
 - 8.8.2. Waive these Conditions or any part thereof against any person.

9. Termination

- 9.1. eLock may terminate this agreement at any time and for any reason. If eLock requests or if You wish to terminate this Agreement, you must return your Access Device in proper working condition to BikeLink. No refund will be provided except at the absolute discretion of eLock.

10. Changes to this Agreement

- 10.1. eLock reserves the right to change the terms of this Agreement and any associated policies at any time by providing written notice on the BikeLink™ website at www.bikelink.org. You will be deemed to have received such notice thirty (30) days after posting of that notice on the BikeLink™ web site. You agree to all changes when You use your Access Device after that date.

11. Release and Indemnity

- 11.1. You hereby release eLock and the Facility Owner from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Access Device issued to You. Neither eLock, its officers, employees, nor its agents, nor the Facility Owner, will have any obligation or liability with respect to your use or the performance of the Access Device. Your sole and exclusive recourse from eLock and the Facility Owner will be the replacement of any defective Access Device(s) by eLock. You agree to indemnify, protect, and hold harmless the Facility Owner, eLock, their officers, employees, and their agents from any and all liability for any loss, damage, or injury to persons or property arising from or related to the Access Device.
- 11.2. For and in consideration of permitting You to rent Facility Owner's property, You hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to You arising as a result of your use of or the performance of the Access Device issued to You, any BikeLink facility, or any activities incidental thereto, wherever or however the same may occur, and You do for yourself, your heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action aforesaid, which may hereafter arise for yourself or for your estates and agree that under no circumstances will You or your heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against eLock or the Facility Owner or any of its officers, agents, servants or employees for any of said causes of action whether the same shall arise by the negligence of any of said persons or otherwise. It is your intention by this instrument to exempt and relieve eLock and the Facility Owner from liability for personal injury, property damage or wrongful death, whether or not the same is caused by negligence.
- 11.3. You further agree to indemnify and hold harmless eLock and the Facility Owner, its officers, agents, servants and employees from any liability or claim or action for damages which in any way arises out of your use of or the performance of the Access Device or BikeLink facility, even though that liability may arise out of the negligence or carelessness on the part of the Facility Owner or eLock, their officers, agents or employees. Notwithstanding anything stated in the

foregoing paragraphs, nothing in this document shall apply to exempt any person or entity from responsibility for his, her, or its own fraud, or willful injury to the person or property of another, or violation of law whether willful or negligent.

12. Failure to Comply

- 12.1. Failure to comply with any portion of this agreement may result in eLock's blocking the use of the Access Device. No refund will be provided except at the absolute discretion of eLock.

13. Entire Agreement

- 13.1. This document represents the entire and integrated agreement between eLock and the User, and the entire and integrated agreement between the Facility Owner and the User. This document supersedes all prior negotiations, representation, or agreements, either written or oral. All provisions of this agreement are expressly made conditions.

14. Communications

Please address all questions, notifications, and communications related to the bicycle parking facility to the Facility Owner using the contact information provided on the information screens.

Please address all questions, notifications, and communications related to the BikeLink™ Access Device to: info@bikelink.org

15. Privacy

- 15.1. All information and data relating to the User collected by BikeLink™ shall be used by eLock and the Facility Owner for the purposes of the operation and management of BikeLink™ facilities, and shall serve as a source of information and data for transit and/or related services in general but shall otherwise be dealt with in a confidential manner by eLock unless:
 - a) the express written consent of the User has been obtained; and / or
 - b) there is a legal requirement to the contrary.
- 15.2. You retain the right to review all personal information pertaining to your Access Device, whether stored electronically or on paper. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to BikeLink™. eLock may adopt procedures for your review of such information, including but not limited to charging a fee for processing requests for access to personal information.
- 15.3. When you provide information to eLock, eLock will not share this information with other entities except to conduct regular business, to comply with legal requirements, and to protect against fraud. eLock will not sell, lease, rent, loan, or trade lists of physical or email addresses or phone numbers. eLock's web server and rental devices collect information that details the traffic on our site and rental usage patterns. eLock may analyze this information and use aggregate statistics to improve the content and navigation on websites, and to improve the usefulness of products.
- 15.4. Your Address, Email and Other Contact Information. When you obtain a BikeLink™ Access Device you are required to provide accurate personal identifying, address, and contact information. That information will not be released to third parties, except as follows: it is available on demand to BikeLink™ facility owners and law enforcement officials so that in the event that your BikeLink™ Access Device is lost while you are storing a vehicle, your identity may be verified before releasing that vehicle to You. Unless and until you return your Access Device to eLock Your information may also be used to contact You if your Access Device's rental transactions do not conform with the terms of this agreement, or in the event of an emergency affecting your property, or to provide information about changes in BikeLink terms or features, facility status, or stored property status.
- 15.5. Usage Data. eLock may provide aggregate statistics and usage reports to our customers or researchers, to assist them in assessing the BikeLink™ system or in applying for funding to install new facilities. These statistics and usage reports shall not contain personally identifiable information.
- 15.6. Website Statistics. eLock makes no attempt to link website statistics to the individuals who browse our site. eLock does not share server statistics with third parties.
- 15.7. Information Requests. If you request information from us, any information you supply will be used only to satisfy your request. eLock will not share this information with third parties unless it has prior approval from you.
- 15.8. Exceptions. The above policies may be superseded by requirements or obligations imposed by statute, regulation, or legal process.