

LIFECYCLE - AGREEMENT TO CYCLE

TERMS AND CONDITIONS

PLEASE REVIEW THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU ARE FULLY AWARE OF THE IMPLICATIONS OF PARTICIPATING IN THE PILOT.

BY SIGNING TO ACKNOWLEDGE THE TERMS AND CONDITIONS OF THIS AGREEMENT AND PARTICIPATING IN THE PILOT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE PRIVACY NOTICE (TOGETHER, THE "AGREEMENT").

IF YOU DO NOT ACCEPT THE TERMS, DO NOT TYPE YOUR NAME IN THE BOX TO SIGN THE AGREEMENT OR PARTICIPATE IN THE PILOT.

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BACKGROUND

- (A) Digital Jersey and the Jersey Office of the Information Commissioner have instigated a project local to Jersey to explore how data trusts could be used to collect, pool and share data. The project is recruiting local cyclists to use a Light and travel on their bicycles to collect cycling journey Data to be held by **LIFECYCLE (TRUSTEE) LIMITED** in its capacity as trustee of the **LIFECYCLE DATA TRUST**.
- (B) The Cyclist has volunteered to participate in the Pilot. The Pilot is for an initial period of 12 months although the Cyclist can withdraw at any time subject to this Agreement.
- (C) This Agreement (together with the Privacy Notice) sets out the terms and conditions which the Cyclist agrees to cycle and collate Data for the Trust using the Light and App.

AGREED TERMS

1. DEFINITIONS AND CONSTRUCTION

- 1.1 In this Agreement the following terms have the following meanings:

App: the mobile application developed and provided by See.Sense to be downloaded by the Cyclist in order to use the Light, both to be used by the Cyclist subject to the terms of this Agreement;

Cyclist: the cyclist self-certified as meeting the Eligibility Criteria participating in the Pilot and who has typed their name in the box to sign this Agreement and agreed to be bound by the terms and conditions of this Agreement;

Data: information that:

- (a) is being processed by means of equipment operating automatically in response to instructions given for that purpose;
- (b) is recorded with the intention that it should be processed by means of such equipment;
- (c) is recorded as part of a filing system or with the intention that it should form part of a filing system; or
- (d) is recorded information held by a scheduled public authority and does not fall within any of sub-paragraphs (a) to (c) above,

and contractual rights to any information asset, data, dataset or database right (to the extent permissible) pursuant to a data sharing agreement, instrument of contribution and assignment of data rights, assignment of database rights (or similar);

Data Controller: the entity that determines the purposes, conditions, and means of processing Personal Data;

Data Insights: metadata, derived data, new datasets, database rights (to the extent permissible) or information that have been created using the Data as its source such data insights encapsulate a significant proportion of the original, or source, Data;

Digital Jersey: Digital Jersey Limited, a company incorporated under the laws of Jersey with the registered number 110982, whose registered office is at Block 3, Ground Floor, The Forum, Grenville Street, St. Helier, JE2 4UF, Jersey (the digital development agency for the Island);

Data Processor: the entity that processes Personal Data on behalf of the Trustee as Data Controller (any third-party contractor with access to Personal Data will be a Data Processor);

Data Subject: has the meaning assigned to that term by Article 2(1) DPJL;

Data User: a Data Requestor being a corporate entity (charitable, non-charitable, governmental, commercial or otherwise) who having made a successful Data Request has been approved by the Trustee to receive a licence to use (or similar) Data Insights in accordance with the Data Request Procedure;

Data Requests: requests to the Trustee for Data Insights made by Data Requestors in a prescribed form in accordance with the Data Request Procedure;

Data Requestors: a corporate entity (charitable, non-charitable, governmental, commercial or otherwise) who request Data Insights from time to time in accordance with the Data Request Procedure;

Data Request Procedure: the procedure approved by the Trustee from time to time to be followed by Data Requestors, the Trustee and other relevant persons governing the release of Data by the Trustee including decisions to approve and refuse to release Data or Data Insights. Such procedure shall include the criteria for eligible Data Requestors, time scales for the delivery of Data Requests and provisions as to costs and will require the Data Requestors to demonstrate, among other things:

- (a) compliance with the DPJL;
- (b) an explicit mandate or public commitment to encourage cycling or make cycling easier, safer or better in Jersey; and
- (c) that access to the Data or Data Insight so requested will be used to inform decisions about how to encourage cycling or make it easier, safer or better in Jersey;

DPJL: the Data Protection (Jersey) Law 2018 as amended from time to time;

Eligibility Criteria: set out in Schedule 1 of this Agreement;

General Purpose: the general purpose of the Trust is to establish and operate a Jersey law governed data trust and participate in a regulatory sandbox to inform whether data trusts (as formal legal trust structures) are a viable mechanism through which to govern, steward, create and share insights from data, in this case Data relating to cycling and active

travel activities in Jersey and supporting policy development around cycling and active travel infrastructure. The General Purpose is supplemented by additional Purposes. It is intended that collating the Data will provide Data Insights that can be requested by certain eligible parties e.g. to make cycling around the Island safer and easier for the benefit of the public;

incapacity: incapacity caused by physical or mental handicap or deterioration resulting in the individual whose incapacity is being judged being unable to manage their own affairs or to understand the nature or consequences of their actions, as confirmed by the written opinion of two medical practitioners qualified to assess such matters, and **incapacity** shall also mean any legal incapacity deriving from age or insolvency or otherwise including due to kidnapping or other events or circumstances of war or terrorism whereby a Person is unable to fulfil their functions as are required of them under this Agreement or is acting under the undue influence of any Person, provided that in these circumstances the decision of the Trustee reached in good faith shall be conclusive and binding, and **incapacitated** shall have a corresponding meaning;

instrument: any document which has been signed by or on behalf of the parties to it;

Island: the island of Jersey;

Lights: the See.Sense sensor bike lights or such other bike lights or sensors owned by the Trustee on behalf of the Trust (or such other lights as the Trustee may determine) to be used by the Cyclist to collate Data on behalf of the Trustee;

Onboarding: the process of engaging with the Cyclists, entering into agreements to cycle in a form materially similar to this Agreement, downloading the App, receiving the Lights and general steps taken in preparation to participate in the Pilot;

Person: any individual, company, partnership, foundation and unincorporated association;

Personal Data: has the meaning assigned to that term by Article 2(1) DPJL;

Pilot: the pilot of "Lifecycle Data Trust" sponsored by the Settlor and the Jersey Office of the Information Commissioner to test the establishment and use of data trusts under Jersey law;

Privacy Notice: the privacy notice of the Trust relating to the Pilot available at www.lifecycle.je/privacy-policy;

See.Sense: Limeforge Ltd trading as "See.Sense" a company incorporated under the laws of Northern Ireland with the registered number NI617925, whose registered office is at Sketrick House, 16 Jubilee Road, Newtownards, BT23 4YH, County Down, United Kingdom;

Trust: the "Lifecycle Data Trust" a hybrid non-charitable purpose trust for the duration of the Pilot that shall transition into a discretionary trust following the Pilot;

Trustee: LifeCycle (Trustee) Limited, a company incorporated under the laws of Jersey with the registered number 146319 having its registered office at Osprey House, Old Street, St.

Helier, JE2 3RG, Jersey, in its capacity as trustee of the Trust, or the trustees for the time being of the Trust; and

You: the Cyclist that has typed their name in the box to sign this Agreement and agreed to be bound by the terms and conditions of this Agreement.

1.2 For the purposes of this Agreement:

- (a) the contents and headings in this Agreement are inserted for convenience of reference only and shall have no legal effect, nor shall they affect in any way the construction of any clause contained herein;
- (b) the schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedule;
- (c) unless other words and expressions are specifically defined in this instrument, they shall have the meaning given to them by the Interpretation (Jersey) Law 1954 (as amended);
- (d) reference to any legislation, statute or statutory provision shall include a reference to such legislation, statute or statutory provision as may be amended, re-enacted or similar from time to time and includes reference to any subordinate legislation, orders or regulations;
- (e) a reference to any agreement, instrument or document shall include a reference to such agreement, instrument or document as amended or novated from time to time;
- (f) "signed" includes a signature or a representation of a signature affixed by mechanical means;
- (g) "in writing" means written in manuscript, telexed, emailed or otherwise electronically transmitted in a readable, printed, photographed or lithographed form or represented by any other substitute for writing or partly one or another;
- (h) words denoting any gender shall include both the other genders and words denoting the singular shall include the plural and vice versa; and
- (i) any terms not defined in this Agreement shall bear the meaning ascribed to them in the Trust Instrument.

2. **DUTIES AND OBLIGATIONS OF THE CYCLIST**

2.1 The Trustee appoints the Cyclist to cycle using the Light and the Cyclist agrees to such appointment on the terms set out in this Agreement.

2.2 The Cyclist agrees to:

- (a) attach the Light to a bicycle they use for transport around the Island;

- (b) download the App on a smartphone;
- (c) pair the Light with their smartphone;
- (d) opt-in to sharing ride insights by linking to the Jersey project reference "LCJ";
- (e) switch on the Light in conjunction with the App whilst cycling for travel around the Island;
- (f) periodically charge the Light as required;
- (g) the Terms of Use as set out in Schedule 2 of this Agreement (which amend the standard See.Sense mobile app terms and conditions);
- (h) cycle a minimum of once per month with the Light attached during the Pilot,

in order to collate Data for the Trustee to be held analysed and stewarded subject to the terms of the Trust.

- 2.3 The Cyclist acknowledges that the Light is and remains property of the Trustee for the Trust at all times to be held subject to the terms of the Trust.

3. **ELIGIBILITY OF CYCLIST**

- 3.1 The Cyclist represents and warrants that they meet the Eligibility Criteria.
- 3.2 If the Cyclist does not meet the Eligibility Criteria, If the Trustee becomes aware that the Cyclist does not meet the Eligibility Criteria, this will trigger a termination of the Agreement and the Trustee will take steps to cancel Your participation in the Pilot.

4. **DUTIES AND OBLIGATIONS OF THE TRUSTEE**

- 4.1 The Trustee agrees to receive the Data and steward in accordance with the terms of the Trust and the Privacy Policy.
- 4.2 The Trustee shall and is registered with the Jersey Office of the Information Commissioner under the registration number 71285.

5. **APP USE AND DATA COLLECTION**

- 5.1 As set out above at clause 2.2(b), the Cyclist agrees to download the App to a smartphone of the Cyclist's choice. The following relates to the use of the App and Light by the Cyclist and Data collated by the Trust:
- (a) the Trustees will collect information on behalf of the Trust whenever the Cyclist uses the Light in conjunction with the App. The Trustee will treat this as Personal Data. For full details of what the Trust collects, how it is used and the Cyclist's rights, please see our Privacy Notice.

- (b) If You choose not to provide us with your Personal Data you will not be able to participate in the Pilot.
- (c) The Trustee is the data controller in respect of personal information held in connection with the Pilot. This means the Trustee is responsible for deciding how personal information is held and used.
- (d) Third party organisations have been appointed by the Trustee as Data Processors to provide services to the Trustee on behalf of the Trust as Data Controller pursuant to data processing agreements compliant with the DPJL as listed in the Privacy Notice.
- (e) The Trust will hold Data collated from the Light and App and that of the other cyclist participants together with such other Data as the Trustee from time to time may determine. The Data will be held subject to the terms of the Trust Instrument. The Trustee through its appointed data processors, will use the Data to create Data Insights and to operate the Trust in accordance with its purposes including the General Purpose. Data collected via the App will be used primarily for the purposes of providing analysis through Data Insights that may be shared with Data Users. For full details, please see the Privacy Notice.
- (f) Personal Data and information collected during Onboarding will be shared with the Data Processors to support data analysis and communicate with the Cyclist and respond to Cyclists requests. The Trustee will also only transfer Cyclist personal information when it is safe to do so, when necessary, and when Your information is protected in the same way that the Trustee protects it.
- (g) The Trustee will not sell, trade or otherwise transfer any Personal Data or personal information to third parties without the explicit consent of the Cyclist. Personal Data will only be disclosed to meet legal obligations, pursuant to statute, court orders, regulations or valid governmental requests or requests of competent authorities with third parties if required to fulfil obligations to any relevant competent authority, or as it is necessary to provide a service or feature that you have requested.
- (h) Data Insights shared with a Data User will not include Personal Data without your express permission.

6. **AMENDMENTS TO SEE.SENSE TERMS AND CONDITIONS**

- 6.1 The Trustee has contracted with See.Sense to provide software and hardware services for the Pilot. Certain of these services are provided to the Trustee via the Cyclist as a delegated user and there are arrangements which amend and supersede the See.Sense Terms and Conditions (please be aware due to technological limitations, the See.Sense Terms and Conditions may still appear on the App unamended).
- 6.2 By typing your name to accept and agree to the terms of this Agreement, which shall be construed as signing this Agreement, the Cyclist confirms and authorises the Trustee to:

- (a) notify See.Sense of the Cyclist's agreement to the amended See.Sense Terms and Conditions and, if required by See.Sense, share a copy of this Agreement with See.Sense for the purposes of demonstrating the Cyclist's agreement to the amended See.Sense Terms and Conditions.

6.3 The Cyclist further agrees to the amendments to the See.Sense Terms and Conditions in the form set out in Schedule 2 to this Agreement.

7. **CYCLIST SUPPORT**

7.1 Further information about the Pilot is available at: www.LifeCycle.je.

7.2 Feedback, comments and complaints about the Pilot can be made by email to: LifeCycle@digital.je.

7.3 Support for the App and Light can be found at: <https://seesense.freshdesk.com/support/solutions>.

7.4 In the event that the Cyclists wishes to withdraw from the Pilot, please see Clause 13 (Term and Termination) below.

8. **DATA PROCESSING**

8.1 The terms of the Privacy Notice and data flows shall apply to all processing of Data relating to the Pilot and are available at www.LifeCycle.je.

8.2 Following the completion or termination of the Pilot and on termination of this Agreement, in the event that the Trustee determines in its sole discretion:

- (a) See.Sense may be permitted to retain the Residual Data in accordance with the Memorandum of Understanding referred to in the instrument constituting the Trust dated 3 February 2023;
- (b) the Cyclists may be permitted to retain the Lights and continue to use the Light.

8.3 In the event of 8.2(b), any new data generated and collated by the Light and App will be held by See.Sense subject to the Original See.Sense T&C and Standard Mobile App T&C and subject to the See.Sense privacy notice available at: <https://seesense.cc/pages/privacy-policy>.

8.4 The parties each acknowledge that by each carrying out their respective obligations under this Agreement they shall be subject to obligations under the DPJL. Each party undertakes to each other that it will take such steps as shall be necessary to ensure that any and all requirements of the DPJL and ancillary legislation and regulation arising from or in relation to this Agreement and the Pilot shall be complied with in full during the lifetime of this Agreement. The Trustee shall each enter into such separate agreements including the data processing agreements as reasonably necessary or appropriate in order to ensure that it complies with all and any requirements of the DPJL and ancillary legislation and regulation arising from or in relation to this Agreement and the Pilot.

8.5 For further information relating to data processing and your rights, the Privacy Notice as at the data of this Agreement is included at Schedule 1 to this Agreement and shall be available at www.lifecycle.je/privacy-policy as updated from time to time.

9. **TRUSTEE LIMITED RECOURSE**

9.1 The Cyclist acknowledges, confirms and agrees that notwithstanding anything express or implied in this Agreement to the contrary, the maximum liability of the Trustee or any successor trustee of the Trust under this Agreement (including any liability for interest, costs, expenses or any other amounts recoverable under this Agreement) will not exceed the realisable value of the property held in the Trust from time to time and which is in such Trustee's possession or under its control as trustee of the Trust.

9.2 The Cyclist acknowledges and agrees that the Trustee (its officers, directors, agents and delegates) shall not be liable for any losses (whether loss of profits, loss of opportunity, loss of goodwill or any other losses), liabilities, fees (including legal fees), costs, expenses, obligations, damages, legal actions and proceedings, claims and demands (together **Liabilities**) suffered by the Trust or the Cyclist or any other person arising in connection with the performance or non-performance by:

(a) the Trustee of any of its rights, powers, discretions or obligations under this Agreement; or

(b) the Cyclist of any of its rights, powers, discretions or obligations under this Agreement including but not limited to when participating in the Pilot, using the Light, cycling or matters in connection thereto,

unless such Liabilities arise as a result of the fraud, wilful misconduct or gross negligence on the part of the Trustee.

9.3 The Trustee shall not be liable for any action taken or not taken or suffered when in reliance upon any notice, order, resolution, direction believed by the Trustee to be genuine.

9.4 The Trustee shall not be liable to the Cyclist or to any other person for taking or failing to take any action or thing which by reason of applicable law or regulation or court order or decree, a person or governmental or competent authority exercising (or purporting so to exercise) directs or requests the Trustee to do.

9.5 Neither the Trustee nor Digital Jersey nor any other Person shall be under a duty to make any enquiry as to the ability or fitness of a Cyclist to participate in the Pilot.

10. **INDEMNIFICATION**

10.1 The Cyclist agrees to indemnify, defend and hold harmless the Trustee, Digital Jersey and See.Sense and their respective assigns, delegates, parents, subsidiaries, affiliates, contractors, licensors, partners, clients and supporters and their respective directors, officers, employees, agents, contractors, licensors, service providers, subcontractors, suppliers and interns from and against any and all Liabilities arising out of Your participation in the Pilot or use of the Light or App and Your use of a bicycle or any experience or incident

you have with a pedestrian, bicycle, cyclist, motorist or other road user. This shall include to Liabilities claimed or demanded by any third-party due to or arising out of your breach of this Agreement or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

- 10.2 The Cyclist acknowledges and agrees that the Cyclist cycles at their own risk and that they are responsible for ensuring that the bicycles they ride when participating in the Pilot are in a roadworthy condition. The Cyclist is responsible for observing the rules of the road and cycling in a safe and careful manner.

11. **DISCLAIMER**

In no event shall the Trustee be liable for any fault delay or failure in the Light. In the event that the Cyclist experiences a fault delay or failure with the Light, the Cyclist shall report such event to See.Sense directly.

12. **CONFIDENTIALITY**

- 12.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the Pilot, business, affairs, Cyclists, Data Requestors, Data Users of the other party or of any member of the group to which the other party belongs except as permitted by this Agreement.

- 12.2 For the purposes of this Agreement, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

- 12.3 Each Party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, sub-contractors, assigns, delegates, advisors who need to know such information for the purposes of carrying out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, sub-contractors, assigns, delegates, advisors to whom it discloses the other party's confidential information complies with this Clause; and
- (b) as may be required by law, a court of competent jurisdiction or any other competent governmental or regulatory authority.

- 12.4 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Agreement.

13. **TERM AND TERMINATION**

- 13.1 This Agreement may be terminated at any time by either party upon giving one calendar month's notice in writing.

- 13.2 The Trustee may terminate this Agreement immediately upon giving notice in writing to the Cyclist if:

- (a) the Cyclist fails to collate cycling data for a continuous period of 3 months as shown by the Data Insights;
- (b) the Cyclist breaches this Agreement;
- (c) a resolution is passed to terminate the Pilot or the Trust; or
- (d) the Trustee reasonably considers that the reputation of the Trust and/or Trustee are likely to be prejudiced by the Cyclist continuing to participate in the Pilot pursuant to this Agreement.

13.3 Upon termination of this Agreement:

- (a) the Cyclist shall immediately return the Light to the Trustee, unless the Trustee instructs otherwise;
- (b) the Cyclist shall delete the App; and
- (c) the Trustee shall instruct See.Sense to delete all Personal Data relating to the Cyclist noting that any Residual Data will remain within the Trust until such time as it may be distributed.

13.4 In the event of the termination of this Agreement, the following provisions shall survive: Clause 12 (Confidentiality), Clause 9 (Trustee limited recourse) Clause 10 (Indemnification) and Clause 18 (Governing Law).

14. **VARIATION**

14.1 No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each party.

14.2 Any waiver of any right or remedy under this Agreement shall only be effective if made in writing and shall not be deemed to be a waiver of any subsequent right or remedy.

15. **ENTIRE AGREEMENT**

15.1 This Agreement, the Privacy Notice and any documents referred to herein (save for the See.Sense Terms and Conditions), constitutes the entire agreement between the parties including between the Cyclist and See.Sense. This Agreement supersedes and extinguishes all previous agreements, promises, representations, warranties, assurances and understandings between them whether oral or in writing relating to the relevant subject. This Agreement supersedes and extinguishes the See.Sense Terms and Conditions.

15.2 In particular and without limitation it is understood that this Agreement supersedes and prevails in its entirety over any standard terms and conditions of See.Sense notwithstanding it may appear momentarily on the See.Sense mobile phone application.

16. **NOTICES**

16.1 Notices to be given under this Agreement shall be given in writing and if sent by email or post shall be sent to the relevant party as follows:

- (a) To the Cyclist: to the email address and/or postal address (as relevant) each as notified to the Trustee at Onboarding.
- (b) To the Trustee:

lifecycle@digital.je

c/o Block 3, Ground Floor, The Forum, Grenville Street, St. Helier, JE2 4UF, Jersey.

16.2 Any notices sent:

- (a) by email shall be deemed received on the day of transmission;
- (b) by post shall be deemed received on the fifth day after the date of posting; and
- (c) by hand or courier shall be deemed received on the date and time of delivery as shown on the delivery receipt.

16.3 If deemed receipt occurs outside business hours (being between 9.00am and 5.00pm) at the place of receipt, deemed receipt shall not take place until the following business day.

17. **SEVERABILITY**

In the event that any provision of this Agreement is or becomes or is deemed to be illegal, invalid, unlawful, void or unenforceable that provision will be deemed to be deleted from this Agreement and the remaining provisions shall continue in force with full validity and effect.

18. **GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the island of Jersey. The Royal Court of Jersey shall have exclusive jurisdiction in relation to any matter which may arise out of or in connection with this Agreement and accordingly, any suit, action or proceeding arising out of or in connection with this Agreement shall be brought in such court.

SCHEDULE 1
ELIGIBILITY CRITERIA

The Cyclist Eligibility Criteria is as follows:

- (a) the Cyclist has attained at least 18 years of age;
- (b) the Cyclist is ordinarily resident in Jersey and keeps a bicycle in the Island;
- (c) the Cyclist does not suffer from any incapacity;
- (d) the Cyclist is not vulnerable to their geospatial location data being held in the Trust e.g. part of a witness protection programme, foster care system etc.; and
- (e) the Cyclist is in possession of a smartphone with Apple iPhone or Android operating system with Bluetooth and GPS features.

SCHEDULE 2

AMENDED SEE.SENSE TERMS AND CONDITIONS

By typing your name to accept and agree to the terms of this Agreement, which shall be construed as signing this Agreement, the Cyclist agrees, confirms and undertakes that:

1. GENERAL

- 1.1 The Cyclist will not use the Lights or App for any illegal or unauthorized purpose nor, in using the Lights or App, violate any laws in any applicable jurisdiction (including but not limited to copyright laws).
- 1.2 The Cyclist will not transmit any worms or viruses or any code of a destructive nature.
- 1.3 The Cyclist will not breach any terms of this Agreement that will result in an immediate termination.
- 1.4 Cyclist Data may be transferred unencrypted and involve: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.
- 1.5 The Cyclist shall not to reproduce, duplicate, copy, sell, resell or exploit any portion of the service relating to the Light, use of the Light, or access to the service relating to the Light or any contact on the See.Sense website through which services relating to the Light is provided, without express written permission by the Trustee;

2. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

- 2.1 The Cyclist acknowledges that neither the Trustee nor See.Sense are responsible if information made available on the See.Sense website is not accurate, complete or current. The material on the See.Sense website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on the See.Sense website is at the Cyclist's own risk. The See.Sense website may contain certain historical information. Historical information, necessarily, is not current and is provided for Your reference only. See.Sense reserves the right to modify the contents of the See.Sense website at any time, but has no obligation to update any information on the See.Sense website site. The Cyclist agrees that it is the Cyclist's responsibility to monitor changes to the See.Sense website.

3. OPTIONAL TOOLS

- 3.1 The Cyclist acknowledges and agrees that See.Sense provide access to third-party tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. See.Sense has no liability whatsoever arising from or relating to the Cyclist's use of optional third-party tools.

3.2 Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

4. **USER FEEDBACK AND SEE.SENSE PRIVACY NOTICE**

4.1 The data controller (as defined under the DPJL) shall be the Trustee. All references to "Privacy Notice" shall be to the Privacy Notice of the Trustee rather than See.Sense. See.Sense has been appointed as the processor to the Trustee and will collate Data (including Data as to support tickets and feedback on the See.Sense website) on behalf of the Trustee.

5. **PROHIBITED USES**

5.1 In addition to other prohibitions set out in this Agreement, the Cyclist shall not use the Light, App, Trust website or See.Sense website:

- (a) for any unlawful, illegal or unauthorised purpose nor violate any laws in Jersey (including but not limited to copyright laws);
- (b) to solicit others to perform or participate in any unlawful acts;
- (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances;
- (d) to infringe upon or violate the Trustee's or See.Sense's intellectual property rights or the intellectual property rights of others;
- (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability;
- (f) to submit false or misleading information;
- (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet;
- (h) to collect or track the personal information of others;
- (i) to spam, phish, pharm, pretext, spider, crawl, or scrape;
- (j) for any obscene or immoral purpose; or
- (k) to interfere with or circumvent the security features of the See.Sense service or any related website, other websites, or the Internet. The Trustee reserves the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

5.2 The Cyclist's use of the Light or App may be terminated in the event of a violation of this paragraph 5.

6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

6.1 The App and Lights and all products and services delivered to the Cyclist by See.Sense are provided 'as is' and 'as available' for use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

6.2 In no case shall Digital Jersey, the Trustee or See.Sense, their respective directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from the Cyclist's use, or the use by any other person, of the Lights or App or the See.Sense website or Trustee website or any of the service or any products procured using the service relating thereto, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Their joint and several liability shall be limited to the maximum extent permitted by law.

[FINAL ACKNOWLEDGMENT AND SIGNING BOX FOR CYCLIST TO COMPLETE][SYSTEM WILL AUTOMATICALLY TIME AND DATE STAMP AGREEMENT]