

RealRyder® International LLC | Brand Content Usage Terms

These Brand Content Usage Terms (these “Terms”) govern your use of the RealRyder® name and other trademarks (the “Marks”), and of any photographs or other images (together with the Marks, collectively, the “Brand Content”) that you receive from RealRyder® International LLC (“RealRyder” or “us”). Brand Content includes, for avoidance of doubt: content that we supply to you directly; content included on or part of any RealRyder product (including the names and look and feel of the products themselves); and content you download from our website or take from our promotional materials. Brand Content is provided solely for use by our customers; if you are not a RealRyder customer, you must contact us for written permission to make any use of Brand Content. By signing below, you agree to the following terms, conditions and restrictions:

1. RealRyder (or, as applicable, a RealRyder licensor) owns and will retain all right, title and interest in and to the Brand Content, and you are receiving only the limited use rights set forth in these Terms. You will not deface, alter, obscure or remove any Brand Content that appears on a RealRyder product, nor will you deface, alter, obscure or remove any ©, ™, ® or other rights notices in any Brand Content, and you will use and reproduce Brand Content exactly as provided to you. You have received and reviewed, and will follow all of the guidelines in, RealRyder’s Brand Style Guide, which describes proper Brand Content usage, and which is expressly incorporated into these Terms.
2. The right to use Brand Content is personal to you and is not transferable. If you are a RealRyder customer and you have signed and returned these Terms (or an agreement incorporating these Terms) to us, then you may use Brand Content in connection with RealRyder approved advertising banners, brochures, apparel, exercise gear and other promotional merchandise for your products or services (collectively, “Promotional Uses”); otherwise, your use of the Brand Content is limited to personal, noncommercial use only in connection with RealRyder’s products and services, and not in any way that suggests an affiliation with or endorsement by RealRyder of your products or services. Under no circumstances will you incorporate “RealRyder” (or any similar word or phrase) or the RealRyder logo in the name or logo of your company, gym, studio or other business, or in any URL that you use in connection with your business. (See Section 4, below)
3. All Promotional Uses of the Brand Content must be approved in advance by RealRyder (approval to be given in RealRyder’s sole discretion). You must submit proposed Promotional Uses to your designated RealRyder contact, who will have three business days to accept or reject the proposed use. If you do not receive a notice of rejection within three business days, then you will be entitled to make use of the Brand Content in connection with the Promotional Use that you submitted (but only as identified in your proposed Promotional Use). Under no circumstances will you make use of any Promotional Use that has been rejected by RealRyder.
4. You will not modify Brand Content, in whole or in part, for any reason, nor will you use Brand Content in combination with other images, designs or third-party trademarks that have not been approved in advance by RealRyder. Should you want to modify Brand Content, whether for formatting or other purposes, or should you want to combine Brand Content with other images, designs or third-party trademarks (including your own trademarks--see business name example below*), you must contact RealRyder and obtain prior written consent (which may be withheld in RealRyder’s sole discretion) to the modification or combined use. Any modification or combined use made without our prior written consent will be a material breach of these Terms, and may result in you losing your right to use Brand Content. Please refer to the following examples of acceptable and unacceptable combined uses of RealRyder® for business names.
 - Not Acceptable: “Joe’s RealRyder® Cycling Studio”
 - Acceptable: “Joe’s Cycling Studio, Boston’s First RealRyder® Indoor Cycling Studio”
5. RealRyder makes no warranties regarding the Brand Content, and use of the Brand Content is your sole responsibility and at your sole risk. RealRyder may revoke your right to use Brand Content at any time, and RealRyder will have the right to seek equitable relief, damages and other legal remedies if you breach any of these Terms or commit any unlawful act or omission with respect to the Brand Content. All rights not granted by RealRyder are expressly reserved, and by providing you with rights under this Agreement, or otherwise permitting you to use RealRyder®, Ryder™, Ryde™ or other Brand Content, RealRyder is not attesting to the validity of any Brand Content, nor is RealRyder waiving or otherwise relinquishing any rights that it may have to register, enforce or otherwise protect such Brand Content. You agree that we may bring any action hereunder in California state or federal court, or in any other court of competent jurisdiction. You will indemnify and hold RealRyder harmless from and against any third-party claim that arises out of or is related to your use of any Brand Content. These Terms will be governed by California law, without reference to rules regarding conflicts of law, and (together with the Brand Style Guide) represent our entire agreement regarding the subject matter hereof.

Facility Name	Signature
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Date	Print Name
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**Please carefully read, sign and submit this form to Alaina Sivells at: alaina@realryder.com or via fax: 310-881-1268.