Terms of Use & Privacy Policy

As an advertising user or member of cyclefetch.com, you agree to and accept all of the terms and conditions of the Terms of Use and Privacy Policy.

These Terms of Use written on this webpage shall manage your use of this website. These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here. You should not use this Website if you disagree with any of these terms.

Minors or people below 18 years old are not allowed to use this Website.

While using cyclefetch.com, you will not:

- post content or items in an inappropriate category or areas on cyclefetch.com;
- violate any laws, third party rights, or our policies;
- use the Sites if you are not able to form legally binding contracts, are under the age of 18, or are temporarily or indefinitely suspended from cyclefetch.com;
- fail to deliver payment in any transaction for any Third Party Goods or Services (as defined below) provided to you by a third party purveyor, unless that third party has materially changed the good or service from what was originally listed, a clear typographical error is made, or you cannot authenticate the third party purveyor’s identity;
- fail to deliver goods or services purchased from you, unless the interested third party fails to meet the posted terms, or you cannot authenticate the interested third party’s identity;
- manipulate the price of any good or service or interfere with other user’s listings;
- circumvent or manipulate our fee structure, the billing process, or fees owed to Cyclefetch Inc;
- post false, inaccurate, misleading, defamatory, or libelous content (including personal information);
- transfer your cyclefetch.com account (including feedback) and User ID to another party without our consent;
- distribute or post spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm Cyclefetch Inc., or the interests or property of the users of cyclefetch.com;
- copy, modify, or distribute content from cyclefetch.com’s copyrights and trademarks; or
- harvest or otherwise collect information about users, including e-mail addresses, without their consent.

Our Services

Cyclefetch Inc. offers a service that brings together third party purveyors and interested third parties in connection with transactions involving merchandise and/or services (“Third Party Goods or Services”). Information about Third Party Goods or Services is supplied by third party purveyors and not by Cyclefetch Inc. The price and other terms of any transaction remain subject to direct negotiation between the parties to the transaction. The prices listed by third party purveyors on cyclefetch.com often exclude sales tax, finance charges and other charges including, without limitation, title, license, regulatory and compliance fees. Though we hope that all who visit cyclefetch.com will act honorably and treat each other fairly, we cannot verify the information third party purveyors supply or guarantee Third Party Goods or Services they offer. Nor can we assure the third party purveyor that any check he/she gets from interested third parties for any Third Party Goods or Services is valid. When using these Sites to offer Third Party Goods or Services, we urge third party purveyors to use the same common sense and good judgment one would use...
in offering Third Party Goods or Services through, or responding to, a classified ad in the newspaper or any other digital listing service.

Though we cannot monitor every transaction that originates on cyclefetch.com, we are committed to performing routine quality monitoring to confirm that those who offer Third Party Goods or Services on cyclefetch.com are prepared to provide the goods or services on the terms on which they advertise them. If our quality monitoring reveals, or we otherwise learn, that a third party purveyor is engaging in “bait and switch” or other unfair or deceptive practices, Cyclefetch Inc. reserves the right to deny that third party purveyor use of the advertising service.

We do not knowingly accept advertising that discriminates or intends to discriminate based on race, color, religion, sex, national origin, handicap or familial status. We reserve the right to reject any ad created. We reserve the right to cancel any advertisement at any time.

We retain the right to deny access to anyone who we believe has violated these terms or any other term of this agreement. We will not, in the ordinary course of business, review the content of private electronic messages that are not addressed to Cyclefetch Inc. However, we may occasionally release information concerning such communications when release is appropriate to comply with law (including disclosure in response to a request from a law enforcement agency) to enforce our Terms of Use or to protect the rights, property or safety of visitors to cyclefetch.com, our advertisers, the public or Cyclefetch Inc.

Your Products Offered

We require that the information you supply be accurate and that, in all respects, you treat the users/purchasing public of cyclefetch.com fairly and honorably.

When you offer any Third Party Goods or Services through cyclefetch.com, you must be prepared to provide those goods or services upon the terms on which you have listed them, including, where applicable, transfer of title or ownership. To list Third Party Goods or Services on cyclefetch.com, third party purveyors are required to provide certain identifying and contact information. The information must accurately identify the third party purveyor, and the method of contact must permit interested third parties to communicate directly with the third party purveyor. You may not charge any interested third party for information about any Third Party Goods or Services you list on cyclefetch.com, nor may you use cyclefetch.com to promote, without our prior written permission, any other Web site, product or service. The advertising of erroneous information or failing to consummate a transaction of Third Party Goods or Services will result in the immediate suspension of the account pending investigation. Cyclefetch Inc. reserves the right to deny use of cyclefetch.com to anyone who does not comply with these requirements or who otherwise uses cyclefetch.com in a manner we consider inappropriate.

Responsibility for the information contained in listings lies with each third party purveyor. You alone are responsible for the material you post and for the content, including, without limitation, all e-mail messages transmitted through cyclefetch.com.

By submitting a listing through our advertising service, you agree to pay all fees, if applicable, regardless of whether you are successful in consummating a transaction of Third Party Goods or Services as a result of the listings created. Rates and specifications are subject to change, but you will receive prior notification of any rate changes at least 30 days before your next billing cycle. Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees associated with cyclefetch.com in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms. (This includes charging other payment methods on file with us, retaining collection agencies and legal counsel.)

ContentLicense

When you give us content, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise the copyright, publicity and database rights (but no other rights) you have in the content, in any media known now or in the future.

Liability

You will not hold Cyclefetch Inc. responsible for other users’ actions or inactions, including things they post. The Sites are a venue to allow anyone to consummate transactions involving Third Party Goods or Services, at any time, from anywhere, in a variety of pricing formats. We are not involved in the actual
transaction between third party purveyors and interested third parties. We have no control over and do not guarantee the quality, safety or legality of Third Party Goods or Services advertised, the truth or accuracy of listings, the ability of third party purveyors to sell items, the ability of interested third parties to pay for items, or that an interested third party and a third party purveyor will actually complete a transaction.

We do not transfer legal ownership of items from the third party purveyor to an interested third party, and nothing in this Agreement shall modify the governing provisions of Uniform Commercial Code § 2-401(2), under which legal ownership of goods are transferred upon physical delivery of the goods to the interested third party by the third party purveyor. Unless the interested third party and the third party purveyor agree otherwise, the interested third party will become the lawful owner of the goods upon physical receipt of the goods from the third party purveyor, in accordance with Uniform Commercial Code § 2-401(2). Further, we cannot guarantee continuous or secure access to our services, and operation of the Sites may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of cyclefetch.com. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Our liability for an error will not exceed the cost of the space occupied by the error, and in no event shall our liability for your use of our classified advertising services exceed the amount you paid for the use of the services.

Release
If you have a dispute with one or more users, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

Access and Interference
Much of the information on cyclefetch.com is updated on a real-time basis and is proprietary or is licensed to Cyclefetch Inc. by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access cyclefetch.com for any purpose without our prior, express written permission.

Additionally, you agree that you will not:

- take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from cyclefetch.com without the prior express written permission of Cyclefetch Inc. and the appropriate third party, as applicable;
- interfere or attempt to interfere with the proper working of cyclefetch.com or any activities conducted on cyclefetch.com; or
- bypass our robot exclusion headers or other measures we may use to prevent or restrict access to cyclefetch.com

Privacy
We do not sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We do not and will not spam or sell your digital and/or personal information. We view the protection of our users’ privacy of utmost importance. We process your information using the most secure and up to date encryption. Secure data storage is on computers located in the United States of America that are protected by physical as well as technological security devices.

Indemnity
You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees) harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of or relating to your breach of this Agreement, or your violation of any law or the rights of a third party.
No Agency
No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Notices
Except as explicitly stated otherwise, legal notices shall be served on Cyclefetch Inc's national registered agent (in the case of Cyclefetch Inc.) or to the e-mail address you provide to Cyclefetch Inc. during the registration process (in your case). Notice shall be deemed given 24 hours after e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, we may give you legal notice by mail to the address provided during the registration process. In such case, notice shall be deemed given three days after the date of mailing.

Law and Forum for Disputes
This Agreement shall be governed in all respects by the laws of the State of Pennsylvania as they apply to agreements entered into and to be performed entirely within Pennsylvania between Pennsylvania residents, without regard to conflict of law provisions. You agree that any claim or dispute you may have against Cyclefetch Inc. must be resolved by a court located in Harrisburg, Pennsylvania. You agree to submit to the personal jurisdiction of the courts located within Harrisburg, Pennsylvania for the purpose of litigating all such claims or disputes.