

# SPIN

## Terms & Conditions

Spin - Social Cycling Ride Planning App

Last Updated: 12 May 2025

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### 1. About These Terms

These Terms and Conditions ("Terms") govern your use of the Spin mobile application and website located at heyspin.app (collectively, the "Platform"), operated by Ammar Ash Shiddiq trading as Spin ("we", "us", or "our"), ABN 16 292 316 871.

By downloading, registering for, accessing, or using the Platform - including joining the waitlist - you agree to be bound by these Terms. If you do not agree, you must not use the Platform.

These Terms constitute a legally binding agreement between you and us and are governed by the laws of Queensland, Australia.

### 2. Eligibility

You must be at least 18 years of age to use Spin. By creating an account or joining the waitlist, you confirm that:

- you are 18 years of age or older;
- you have the legal capacity to enter into these Terms; and
- you are not barred from using the Platform under any applicable law.

We enforce this requirement through an age declaration at sign-up. You must not provide a false date of birth. We do not currently implement technical age verification beyond declaration and reserve the right to terminate accounts where we have reason to believe the age requirement has not been met.

We do not knowingly collect or process data from individuals under 18. If we become aware that a user is under 18, we will suspend their account and delete their data promptly.

### 3. What Spin Is - and Important Limitations

#### 3.1 Spin is a coordination platform only

Spin is a digital tool for arranging, communicating about, and planning cycling rides. It allows users to:

- create planned rides and share them with friends or community members;

- discover rides posted by people in their network;
- communicate with other ride participants via in-app chat; and
- set a manual location to find rides in a particular area.

### **3.2 What Spin does not do**

The following limitations are fundamental to how the Platform operates. You must understand them before using Spin:

- Routes are created entirely by users by placing pins on a map. We do not review, verify, approve, or endorse any route. We have no knowledge of whether a route is safe, legal, or suitable for any particular rider.
- Rider skill levels are self-reported. We do not verify pace, fitness, or cycling ability. Pace mismatches between riders are a known risk of group cycling.
- We are not present during any ride. We have no ability to supervise, monitor, or intervene in any cycling activity.
- We do not employ ride leaders, guides, or marshals.
- We do not vet friendships or community memberships. Connections are made between users directly.
- Café stops and points of interest added to a ride are user-selected and not verified by us.

Spin is a platform to arrange, communicate, and plan rides. Nothing more.

## **4. IMPORTANT - Assumption of Risk**

READ THIS SECTION CAREFULLY BEFORE JOINING OR CREATING ANY RIDE.

### **4.1 Cycling involves serious inherent risks**

Cycling - particularly group cycling - involves significant and inherent risks of physical harm. These include, but are not limited to:

- collisions with vehicles, cyclists, pedestrians, animals, or fixed objects;
- falls and crashes on any road or trail surface;
- serious injury or death;
- pace or skill mismatches within a group that lead to dangerous situations;
- routes that are unsuitable, poorly surfaced, or unsafe for the conditions;
- weather, visibility, and environmental hazards;
- mechanical failure of your bicycle or equipment;
- health events during physical exertion; and
- the actions or negligence of other road users or ride participants.

### **4.2 Specific risks arising from how Spin works**

In addition to general cycling risks, you specifically acknowledge the following risks inherent in using a user-generated coordination platform:

- Routes are created by other users and have not been reviewed for safety. A route may include dangerous roads, unsuitable surfaces, or hazards that the creator was unaware of.
- Pace and difficulty information is self-reported by ride creators and may be inaccurate, optimistic, or misleading.
- The cycling level system is not currently enforced. You may find yourself riding with people significantly faster or slower than you, which creates safety risks in group settings.
- Joining a ride means cycling with people you may not know well. Their skill, judgment, and equipment are unknown to us.
- We have no mechanism to alert riders to changed conditions, cancelled rides, or hazards after a ride has been posted.

By joining or creating any ride on Spin, you acknowledge each of the above risks specifically and voluntarily accept full responsibility for them.

### **4.3 Your responsibilities before every ride**

Before participating in any ride arranged through Spin, you must:

- make your own independent assessment of whether the route, pace, and group are suitable for your skill and fitness level;
- wear appropriate safety equipment, including a helmet that meets Australian safety standards;
- ensure your bicycle is roadworthy and in safe mechanical condition;
- check current road conditions, weather, and any relevant hazards independently;
- not rely solely on information posted on the Platform - verify all details with the ride host directly; and
- not participate if you are unwell, impaired, or otherwise unfit to ride safely.

### **4.4 Voluntary assumption of risk**

By using Spin to plan, join, or participate in any ride, you voluntarily and knowingly assume full responsibility for all risks associated with that ride, including risks arising from the conduct, negligence, or actions of other ride participants or third parties.

## **5. Limitation of Liability**

### **5.1 Exclusion of liability for physical harm**

To the maximum extent permitted by law, we expressly exclude all liability for:

- any injury, illness, serious injury, or death suffered by you or any third party in connection with any ride arranged through the Platform;
- any property damage, including damage to your bicycle, equipment, or personal property;

- any harm arising from inaccurate route, pace, difficulty, or other information posted by ride creators;
- any harm arising from the conduct, negligence, or actions of other users; and
- any harm arising from the dangerous, unsuitable, or hazardous nature of any route created by a user.

## **5.2 Exclusion of liability for platform issues**

We are not liable for:

- the Platform being unavailable, interrupted, or discontinued;
- loss of data, messages, or content;
- any errors, inaccuracies, or omissions in user-generated content;
- a ride not proceeding as planned, including cancellations, no-shows, or changes; or
- any unauthorised access to your account beyond our reasonable control.

## **5.3 Liability cap**

Where liability cannot be fully excluded under Australian Consumer Law, our total liability to you for any single claim or series of related claims is limited to the greater of:

- the total fees you have paid us in the 12 months immediately preceding the claim (which may be nil while the Platform is free).

We are not liable for any indirect, incidental, special, consequential, or punitive loss or damage of any kind.

## **5.4 Australian Consumer Law**

Nothing in these Terms excludes, restricts, or modifies any right or remedy you have under the Australian Consumer Law that cannot be excluded, restricted, or modified by agreement. If the ACL applies and we are liable for a failure to comply with a consumer guarantee, our liability is limited to the extent permitted by section 64A of the ACL.

# **6. Responsibilities of Ride Creators**

If you create a ride on Spin, you take on specific responsibilities to other users who may rely on your posted information. You agree to:

- provide accurate, honest, and complete details about the ride, including pace, estimated distance, elevation, difficulty, and any known hazards or route conditions;
- update or cancel the ride post if circumstances change materially (e.g. route changed, ride cancelled);
- not post ride information you know to be false, misleading, or designed to attract riders who are not appropriate for the ride;

- act responsibly during the ride and not engage in conduct that puts other participants at risk; and
- not represent yourself as acting on behalf of Spin in any capacity.

Ride creators are not agents, employees, or representatives of Spin. We accept no liability for the conduct of ride creators or the accuracy of information they post.

You acknowledge that by creating a ride and inviting others to join, you may take on independent legal responsibilities to those participants under common law. We recommend you consider this carefully before creating a ride.

## 7. User Conduct

You agree not to use the Platform to:

- post false, misleading, dangerous, or irresponsible ride information;
- harass, threaten, stalk, bully, or abuse any other user;
- impersonate another person or entity;
- post content that is offensive, discriminatory, defamatory, or unlawful;
- attempt to gain unauthorised access to other accounts or our systems;
- use the Platform for commercial solicitation without our prior written consent; or
- violate any applicable law or regulation.

Breaches of this section may result in content removal, account suspension, or permanent ban as described in Section 8.

## 8. Moderation, Reporting & Enforcement

### 8.1 Our moderation system

Spin operates an active content moderation system. We have built infrastructure to receive, review, and act on reports of harmful conduct, unsafe content, and Terms violations across the Platform.

This system covers:

- chat messages within ride groups;
- ride posts and associated content;
- user profiles; and
- communities and community content.

Reports submitted by users are reviewed by Spin administrators. Upon review, we may take any of the following actions depending on the nature and severity of the conduct:

- dismiss the report if no violation is found;
- issue a warning to the reported user;
- remove the specific content, ride post, or message;
- restrict the reported user from certain Platform features;

- suspend the reported user's account temporarily; or
- permanently ban the reported user from the Platform.

## **8.2 How to report**

You can submit a report directly within the app for any of the following:

- a chat message – via the in-app report option on the message;
- a ride post – via the report option on the ride;
- a user profile – via the report option on their profile; or
- a community – via the report option on the community page.

You may also contact us directly at [lemmalabs@gmail.com](mailto:lemmalabs@gmail.com) if you are unable to report in-app or if the matter is urgent.

## **8.3 Blocking**

You may block another user at any time through the Platform. Blocking prevents that user from seeing your profile, joining rides you create, or contacting you via in-app chat. We encourage you to use this feature if you feel uncomfortable or unsafe in any interaction.

## **8.4 Our moderation commitment and limitations**

We are committed to reviewing reports and taking reasonable action where a violation of these Terms is found. However:

- we do not monitor all content on the Platform proactively and rely on user reports to identify violations;
- we do not guarantee a specific response time or outcome for any individual report;
- our moderation decisions are final and made at our sole discretion;
- we are not liable for harm that occurs before a report is received or before we are able to act on it; and
- our moderation system applies to conduct on the Platform only – we have no ability to intervene in conduct that occurs off-Platform, including during rides.

If you are in immediate danger, contact emergency services (000 in Australia). Do not rely on Spin's reporting system in an emergency.

## **8.5 Appeals**

If you believe a moderation action taken against your account was incorrect, you may contact us at [lemmalabs@gmail.com](mailto:lemmalabs@gmail.com) to request a review. We will consider appeals in good faith but are not obligated to reverse any decision.

# **9. Accounts**

You are responsible for:

- keeping your login credentials confidential;
- all activity that occurs under your account; and
- notifying us immediately at [lemmalabs@gmail.com](mailto:lemmalabs@gmail.com) if you suspect unauthorised access to your account.

You must provide accurate information when creating your account. We may suspend or terminate accounts that contain false or misleading information or that violate these Terms.

## 10. Account Deletion

You may request full deletion of your account at any time through the in-app account settings. Upon receiving a valid deletion request, we will permanently delete your personal data from our systems - including Supabase (database) and Cloudflare R2 (media) - within 30 days.

Some data may be retained in anonymised or aggregated form for legitimate business purposes after deletion.

## 11. Waitlist

Prior to the public launch of Spin, you may join a waitlist at [heyspin.app](https://heyspin.app) by providing your email address and city. By joining:

- you consent to receiving a notification email when the Platform launches;
- you are not granted any rights to the Platform or its features;
- no ride planning, social, or community features are available; and
- you may unsubscribe at any time by contacting [lemmalabs@gmail.com](mailto:lemmalabs@gmail.com).

## 12. Intellectual Property

All content, trademarks, logos, software, and materials on the Platform are owned by or licensed to us. You must not reproduce, distribute, or create derivative works without our written permission.

You retain ownership of content you post (ride posts, photos, chat messages). By posting content, you grant us a non-exclusive, royalty-free, worldwide licence to use, display, and distribute that content for the purposes of operating and improving the Platform.

## 13. Third-Party Services

The Platform relies on the following third-party services. Your data may be processed by these providers in the course of us operating the Platform:

- Firebase (Google) – authentication
- Supabase – database and backend infrastructure

- Cloudflare R2 – media storage
- Mapbox – maps and location services
- Railway – backend hosting
- Expo – push notifications
- PostHog – analytics, session replay, and backend API performance monitoring. PostHog collects anonymised usage events and masked session recordings to help us improve the Platform. No chat message content or sensitive personal data is included in analytics events. PostHog is subject to its own terms of service and privacy policy ([posthog.com/privacy](https://posthog.com/privacy)).

These providers are primarily based in the United States. Their respective terms and privacy policies govern their handling of any data they process. We are not responsible for the practices of third-party providers, but we select providers with reputable security practices.

## **14. Availability & Changes**

We do not guarantee that the Platform will be available at any particular time or without interruption. We may modify, suspend, or discontinue the Platform (or any feature) at any time.

We may update these Terms from time to time. We will notify you of material changes via the app or email. Your continued use of the Platform after changes take effect constitutes acceptance of the updated Terms. If you do not agree to updated Terms, you must stop using the Platform.

## **15. Dispute Resolution**

If you have a dispute with us, please contact us first at [lemmalabs@gmail.com](mailto:lemmalabs@gmail.com) and allow us at least 14 days to resolve it before taking any formal legal action. We will endeavour to respond promptly and in good faith.

## **16. Governing Law**

These Terms are governed by the laws of Queensland, Australia. Both parties submit to the exclusive jurisdiction of the courts of Queensland and Australia for any dispute arising from or in connection with these Terms.

## **17. Severability**

If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed and the remaining Terms will continue in full force and effect.

## **18. Contact**

For any questions about these Terms:

Ammar Ash Shiddiq

Trading as: Spin

ABN: 16 292 316 871

Email: [lemmalabs@gmail.com](mailto:lemmalabs@gmail.com)

Website: [heyspin.app](https://heyspin.app)