# STREET LEVEL BILLBOARDS PRIVACY STATEMENT & TERMS AND CONDITIONS

#### PRIVACY STATEMENT

The Information we collect is used for internal purposes only to improve the content of our clients marketing and advertisement and our webpage. It is not shared with other organizations for commercial use.

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# TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS ("TERMS") SET OUT THE TERMS ON WHICH STREET LEVEL BILLBOARDS ("STREET LEVEL BILLBOARDS", "US", "WE", "OUR") PROVIDE YOU ("YOU", "YOUR", "CUSTOMER", "CORPORATION", "ORGANIZATION") WITH ACCESS TO THE "STREET LEVEL BILLBOARDS" DIGITAL SCREEN ADVERTISING SERVICE ("SERVICE", "PRODUCT") AT <a href="https://streetlevelbillboards.com">https://streetlevelbillboards.com</a> ("Website"). Please Read THESE TERMS CAREFULLY AND ENSURE THAT YOU UNDERSTAND THEM. BY USING OUR SERVICE, YOU WARRANT THAT YOU UNDERSTAND AND ACCEPT THESE TERMS. IF YOU

ARE ACCEPTING THESE TERMS ON BEHALF OF YOUR EMPLOYER OR ACTING AS AN EMPLOYEE, YOU WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO LEGALLY BINDING CONTRACTS ON BEHALF OF YOUR EMPLOYER. THE SAME RIGHTS, LIMITATIONS, AND RESTRICTIONS APPLY TO YOUR EMPLOYER. YOU AGREE THAT THESE TERMS ARE ENFORCEABLE AS IF THEY WERE A WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOUR EMPLOYER. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE CEASE USE OF THE SERVICE IMMEDIATELY. YOU ARE ADVISED TO PRINT AND RETAIN A COPY OF THESE TERMS FOR YOUR FUTURE REFERENCE.

# 1. DEFINITIONS

"Adjustments" means an increase or decrease in the fees payable by you during a billing period, calculated in accordance with clause 7.

"Billing Period" means the period you are billed for.

"Contract" means the contract between Street Level Billboards, and the customer.

"Content" means all data, files, documents, multimedia files, third party links, images, videos, and any other information or material whatsoever (in any format) submitted by the customer.

"Fee" means the fee payable by the customer for use of our services as specified on <a href="https://steetlevelbillboards.com">https://steetlevelbillboards.com</a> or otherwise agreed between Street Level Billboards customer.

"Hardware" means your computer, laptop, media player, or other device used to access and use the service.

"Intellectual Property Rights" means all intellectual property rights including, without limitation, performer's reproduction rights, performer's distribution rights, performer's rental rights and performer's lending rights (collectively referred to as "Performer's Property Rights"), patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how and in all cases whether or not registered or registerable and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world. "Login Details" means a unique username and password required for a customer to access. Street Level Billboards at https://streetlevelbillboards.com.

"Minimum Requirements" means any minimum specifications required for the customer's Hardware for the customer to use the features and functionality of Street Level Billboards services, as also may be specified at https://streetlevelbillboards.com. "Network" means the communications network used by us to provide a service to the customer.

- "Purpose" means to use, copy, compress, modify, and transmit to provide the customer with the service and perform obligations under these terms.
- "Screen" means any media player, television, monitor, or other device supported by our service.
- "Service" means Street Level Billboards. services made available at https://streetlevelbillboards.com.
- "Use" means having access to Street Level Billboards service for the customer's own internal business purposes only.
- "User" means an individual employee of the customer who is permitted to use the service and who has been given the login details.
- "Production" production environment is a term used mostly to describe the phase where our software and other products are actually put into operation for their intended uses.

# 2. ABOUT US AND OUR SERVICE

- 2.1 Our service, including https://streetlevelbillboards.com, is owned and managed by Street Level Billboards, a company registered in the state of Illinois, U.Sand having its registered address in the city of Chicago, zip code 60643 and county of Cook.
- 2.2 The service is intended to be used for commercial purposes.

# 3. REGISTRATION

- 3.1 In order to access and use our service you need to register using our online registration form on our website. When completing the online registration form, you consent to us conducting verification and security procedures in respect of the information provided in our online registration form.
- 3.2 Upon the completion and submission of the online registration form, you will receive an email confirming your registration.
- 3.3 You hereby warrant that the information provided by you is true, accurate, and correct. You further warrant that you shall promptly notify us in the event of any changes to the information provided.
- 3.4 You shall keep and procure that all users keep any login details confidential and secure. Without prejudice to our other rights and remedies, we reserve the right to promptly disable your login and suspend your access to our service in the event we have any reason to believe that any user has breached any of the provisions set out herein.

- 3.5 Please don't sign up with false information, and if any of your contact details change, keep your information updated.
- 3.6 If we suspect someone has broken into your account, we may suspend it and get in touch with you by e-mail.

# 4. FORMATION AND TERMINATION OF YOUR CONTRACT

- 4.0 You must be at least 21 years of age to use our systems as we collect personally identifiable information.
- 4.1 Your contract with us shall begin on the date we send your confirmation email. Your contract shall continue and unless terminated shall automatically renew for further recurring periods (each "Billing Period") unless terminated by you or us in accordance with these terms and conditions.
- 4.2 You may terminate your contract at any time by removing the linked screens in your account (This only counts for customers using a credit card on a monthly payment plan). If you are not a credit card customer, terminating your contract requires you to send an e-mail to customer support at cs@streetlevelbillboards.com or your contact person at Street Level Billboards.
- 4.3 We may give you notice to terminate your contract and your use of our service at any time.
- 4.4 We may suspend or terminate your access and use of our service immediately if:
  - 4.4.1 Third party services and network providers cease to make the third-party service or network available to us.
  - 4.4.2 you fail to comply with one or more of these terms.
  - 4.4.3 we believe that there has been fraudulent use, misuse, or abuse of features and functionalities of the service (in whole or in part) or
  - 4.4.4 we believe that you have provided us with some false, inaccurate, or misleading information.
- 4.5 Upon termination of your contract, in accordance with this clause 4, your and any user's access to our website and our service shall cease and any content will no longer be accessible through our service. We may retain copies of your content and/or other data (including any user's data) made available through our service for auditing and/or tax purposes, or as may be required by us to comply with applicable law.

# 5. ACCESS TO OUR SERVICE AND SUPPORT

5.1 In consideration for payment of the service fees, we hereby grant you a non-exclusive, non-transferable (without a right to sub-license) license to access and use,

and permit users to access and use, the service for the duration of your contract. You acknowledge that you shall be responsible for all use of our service by users and shall ensure that these terms and conditions are brought to the attention of all users. You shall be liable for a breach of these terms and conditions by a user as if it were a breach by you.

- 5.2 Our service permits you and your users to link screens to view content. Although the number of screens that may be linked is unlimited, we reserve the right to impose restrictions on the number of screens you have linked at any one time. You may link or unlink screens at any time.
- 5.3 We shall use reasonable endeavors to always make the service available to you and the users, but we cannot guarantee uninterrupted or fault-free service. Service availability can be found at https://streetlevelbillboards.com.
- 5.4 Our ability to provide our service may be impaired by conditions or circumstances that are beyond our control, including, without limitation third-party service providers, geographic or atmospheric conditions, local physical obstructions, software, and hardware features or functionality of your personal computer, operating system and the number of other users logging onto our service, server and/or network at the same time. We shall take reasonable action to minimize the disruption caused by such circumstances, but you acknowledge, agree, and accept that some such interruptions may not be avoidable.
- 5.5 The network is not controlled by us and may from time to time be upgraded, modified, subject to maintenance work, or otherwise amended by the owner of the network. Such circumstances may result in our service being temporarily unavailable. We will take reasonable action to minimize the disruption caused by such circumstances, but some such interruptions may not be avoidable.
- 5.6 We use industry-standard security measures to protect against the loss, misuse, and alteration of the information, data, and/or content handled by our service. However, you acknowledge and agree that we cannot guarantee the complete security of such information, data, and/or content or that our security measures will prevent hacks, worms, bugs, trojans, or such other similar devices that may allow access to or unauthorized viewing of such information, data, and/or content.
- 5.7 We reserve the right to make changes to our service or part thereof, from time to time at our sole discretion, and we may from time-to-time update, add, remove, modify and/or vary any features or functionalities of our service.
- 5.8 We offer support all weekdays between 8 am -4 pm PST for the duration of your contract, in respect of your use of our service, which comprises of:
  - 5.8.1 advice on access and use of our service, and
  - 5.8.2 diagnosis of interruptions to our service, in each case by using our live chat or by emailing us at cs@streetlevelbillboards.com

- 5.9 Fault diagnosis is subject to you or any user providing a clear and accurate description of any fault requiring support, including the circumstances in which it arose, the area of our service to which the fault relates, and any other information reasonably required by us to remedy the fault.
- 5.10 Subject to receiving a description in accordance with clause 5.9, we shall use our reasonable efforts to resolve the faults within a reasonable time following receipt of your or a user's request in accordance with clause 5.8.
- 5.11 The support detailed in this clause (5) shall not include the diagnosis and rectification of any fault resulting from:
  - 5.11.1 use of our service other than in accordance with these terms and conditions or the use of our service for a purpose for which it was not designed.
  - 5.11.2 a fault in your or a third party's software, hardware, network connections or application or any upgrade in respect thereof or
  - 5.11.3 a fault in the equipment or in any other software operating in conjunction with or integrating with our service.

More information can be found in our SLA and Support Policies.

# 6. YOUR OBLIGATIONS

- 6.1 You agree that you are solely responsible and liable for all your activities on https://streetlevelbillboards.com and the use of our service, including that of your users. You shall be liable for any breach of these terms and conditions by a user as if you had breached the terms and conditions.
- 6.2 You shall promptly notify us in the event of a breach of security or any unauthorized use of your login details.
- 6.3 You are responsible for ensuring that any content is not deemed to be offensive, illegal, inappropriate, or that in any way:
  - 6.3.1 promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual.
  - 6.3.2 harasses or advocates harassment of another person.
  - 6.3.3 displays pornographic or sexually explicit material.
  - 6.3.4 promotes any conduct that is abusive, threatening, obscene, defamatory, or libelous.
  - 6.3.5 promotes any illegal activities.
  - 6.3.6 provides instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses.

- 6.3.7 promotes or contains information that you know or believe to be inaccurate, false, or misleading.
- 6.3.8 engages in the promotion of contests, sweepstakes, and pyramid schemes, without our prior written consent.
- 6.3.9 contains any virus or other thing or device which may prevent, impair, or otherwise adversely affect the operation of our service or
- 6.3.10 infringes any Intellectual property rights or any other proprietary rights of any third party.
- 6.4 You hereby grant and procure that any user grants us a non-exclusive, worldwide royalty-free license to use the content and all other materials submitted by you or any user for the purpose.
- 6.5 You acknowledge that our service does not verify the rights and restrictions applicable to any content. Where you do not own the content, you are solely responsible for checking the relevant license rights and restrictions applicable to any content. We shall not be liable to you for any losses, damages, costs, or expenses incurred by you arising out of or in connection with your use of any content through our service.
- 6.6 You warrant and represent that you own, are licensed, or otherwise have a right to use all the intellectual property rights in any content that you submit to our service. You hereby indemnify and hold us harmless against all damages, losses, costs, and expenses (including reasonable legal expenses) incurred or suffered by us arising out of or in connection with any claim made against us by a third party arising out of or in connection with our use or possession of any content in accordance with these terms and conditions.
- 6.7 You always agree that, you shall, and procure that any user shall:
  - 6.7.1 not use login details with the intent of impersonating another individual.
  - 6.7.2 does not allow any other person to use your login details.
  - 6.7.3 do not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using our service and https://streetlevelbillboards.com or in respect of the network.
  - 6.7.4 do not use https://streetlevelbillboards.com and or our service, the content therein, and/or do anything that will infringe any intellectual property rights or other rights of any third parties.
  - 6.7.5 do not use any information obtained using our service and/or https://streetlevelbillboards.com otherwise than in accordance with these terms and conditions.

- 6.7.6 compliance with all our instructions and policies when using https://streetlevelbillboards.com and/or our service.
- 6.7.7 co-operate with any reasonable security or other checks or requests for information made by us from time to time and
- 6.7.8 use the information made available to you using our service and on https://streetlevelbillboards.com at your own risk.
- 6.8 In the event that you or any user breach any of the terms in this clause (6), or we in our sole and absolute discretion, reasonably suspect that you or any user have breached any of the terms set out in this clause (6), we reserve the right to take any action that we deem to be necessary, including without limitation, the termination of your contract forthwith and without notice.

### 7. FEES AND PAYMENT OF FEES

The following clause (7) is solely related to customers having signed up at https://streetlevelbillboards.com using a credit card. For customers who have entered a prepaid payment plan please refer to your agreement as the terms of your agreement might be different.

- 7.1 All fees are invoiced monthly back in time and are based on the number of screens you have linked and the number of hours they have been linked in a billing period. Screens will be charged regardless of if they have been offline (turned off) or online as long as they are linked to an account.
- 7.2 All fees are invoiced on the last day of the month.
- 7.3 The monthly fees, payable by you for the billing period, are adjusted when you have linked your screen (s).
- 7.4 The monthly fees, payable by you for the billing period, are adjusted also when screen (s) are unlinked.
- 7.5 Adjustments will be calculated at the end of each billing period as the total actual days a screen has been claimed is divided by the total possible days in the billing period. For the avoidance of doubt, "total actual days" is the number of days during which a screen has been claimed during the billing period. (For example, if a screen has been claimed for the whole January month that's 31 days, if a screen had been linked from 1st January through 7th January, we divide the monthly price by 31 days and multiply it by 7 days thus you would be charged the resulting amount of said calculation).
- 7.6 All fees are non-refundable unless otherwise agreed by us in writing.
- 7.7 Invoices are only sent by e-mail. We send your invoice to the e-mail registered on your account, but you always have the option of adding more invoice recipients.

- 7.8 We offer a payment solution called "Payment by credit card." It is a service that ensures your invoices are automatically paid from your credit card on the date of the payment deadline. When claiming the first payable screen you automatically sign up for "Payment by credit card" when you add your credit card. You may at any time revoke your consent that we do "Payment by credit card." You do this on your profile page when logged into your account, here you can also replace your credit card at any given time. When adding your credit card, you authorize that your credit card information gets registered with STRIPE (approved by international safety standards). When registering, you agree also that we subtract an amount from your credit card each month.
- 7.9 It is your own responsibility to update your e-mail address, address, phone#, etc.
- 7.10 You can find a copy of your invoices on your profile page when logged on to your account.
- 7.11 If we cannot debit the invoiced amount from the registered credit card, we're entitled to send you a reminder with reminder fees and interest.
- 7.12 All fees payable hereunder are exclusive of the VAT (Value-Added Tax) or other sales tax, which will be added at the applicable rate.

# 8. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

- 8.1 You hereby warrant that (a) all users are at least 21 years old, (b) you have the right and capacity to enter and be bound by these terms and conditions, and (c) you shall comply with all applicable laws regarding the use of our service.
- 8.2 Our service is provided to assist with displaying content on screens and should not be used as a backup facility. You should ensure that you and the users have adequate backup facilities for any content, and we shall not be liable for any losses or damages incurred by you or any users arising out of or in connection with your failure to implement adequate backup facilities in respect of any content.
- 8.3 You acknowledge that we may use compression techniques to relay content on screens, which may result in a reduction in the image quality when viewed on a screen. We cannot guarantee that any attempt to claim a screen will be successful and may be subject to your selected media player meeting certain specifications specified by us from time to time.
- 8.4 Links to third-party websites may appear on https://streetlevelbillboards.com. Such third-party websites are not our responsibility, and we accept no liability for the availability, suitability, reliability, or content of such third-party websites and third-party software.
- 8.5 We shall not be liable for any delay or failure to provide our service and/or make https://streetlevelbillboards.com available for reasons that are due to third parties

including without limitation internet service providers, data centers, server hosting companies, and telecommunication providers.

8.6 All warranties, representations, guarantees, terms, and conditions other than those expressly set out herein whether express or implied by statute, common law, trade usage, or otherwise, and whether written or oral are hereby fully excluded to the fullest extent permissible by law. Consequently, all information, advice, suggestions and recommendations made available to you are provided to you on an "as is" basis. 8.7 Nothing in these terms and conditions shall be deemed to exclude, restrict, or limit liability for the following categories:

- 8.7.1 death or personal injury resulting from negligence.
- 8.7.2 any liability for fraudulent misrepresentation.
- 8.7.3 any act of liability caused through willful default or
- 8.7.4 any indemnity provided hereunder.

8.8 Subject to clause 8.7, neither you nor us shall be responsible for any:

- 8.8.1 loss of profits, sales, business, or revenue
- 8.8.2 loss or corruption of data, information, or software
- 8.8.3 loss of business opportunity
- 8.8.4 loss of anticipated savings
- 8.8.5 loss of goodwill or
- 8.8.6 special, indirect, or consequential loss

10.9 Subject to clause 10.7, our maximum aggregate liability to you under, arising from, or in connection with your contract, whether arising in contract, (including negligence), or otherwise, shall not exceed the fees paid by you to us under your contract in the twelve (12) months prior to the month in which the event or series of events arose (and in the event less than 12 months have elapsed, our aggregate liability shall be limited to the fees payable by you in the first 12 months of your contract, to be calculated by averaging the fees paid (or payable in the case of fees invoiced but not yet paid) by you during the preceding months.

# 9. INTELLECTUAL PROPERTY RIGHTS

9.1 We and/or our licensors own all rights in intellectual property rights relating to our service and https://streetlevelbillboards.com. All right, titles, and interests in and to our service and https://streetlevelbillboards.com will remain exclusively with us and/or our licensors.

- 9.2 You are expressly prohibited from:
  - 9.2.1 reproducing, copying, editing, transmitting, uploading, or incorporating
    into any other materials, any of our services or https://streetlevelbillboards.com,
    and
  - 9.2.2 removing, modifying, altering, or using any registered or unregistered marks/logos/design owned by us and/or its licensors, and doing anything which may be seen to take unfair advantage of our reputation and goodwill or could be considered an infringement of any of the rights in the intellectual property rights owned by and/or licensed to us.

# 10. DATA PROTECTION

10.1 You shall ensure that your and any user's use of our service is compliant with all relevant applicable laws, regulations, and policies relating to data protection.

10.2 To the extent that any content contains personal data, as defined by the General Data Protection Regulation (GDPR) of 2018, you shall ensure that you are entitled to transfer such personal data to us so that we may lawfully process the personal data for the purpose of performing our obligations under these terms and conditions and that the relevant third parties have given their consent to our processing of the personal data in accordance with these terms and conditions.

10.3 We may collect and process the following information:

- 10.3.1 information that you provide to us from time to time, including information provided at the time of registering to use www.streetlevelbillboards.com, content, or any requests for further information or services. We may also ask you for information when you report a problem with www.streetlevelbillboards.com
- 10.3.2 if you or any user contact us, we may keep a record of that correspondence.
- 10.3.3 details of users visiting https://streetlevelbillboards.com and use of our service, including searches requested, page response times, and lengths of a visit.
- 10.3.4 details of user's use of our service including, but not limited to, login information, browser type, and version, traffic data and other communication

data, and the resources that user's access, so we may compile statistics relating to the use of our service.

10.4 We take appropriate measures to ensure that any personal data is kept secure for the duration of your use of our service. Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect personal data, we cannot guarantee the security of users' data when transmitted to www.streetlevelbillboards.com, any transmission is at your own risk. Once we have received your information, we will use reasonable procedures and security features to try to prevent unauthorized access.

10.5 We use information held about users in the following ways:

- 10.5.1 to ensure that our service is presented in the most effective manner for you and your users.
- 10.5.2 to carry out our obligations arising from any contracts entered between you and us.
- 10.5.3 to notify you about changes to our service.
- 10.5.4 as part of our efforts to keep our service safe and secure.
- 10.5.5 to make suggestions and recommendations to you and users about services that may be of interest to you or them and
- 10.5.6 to make improvements to our service.
- 10.6.1 We may disclose user personal data to:
- 10.6.1 business partners, suppliers, and sub-contractors for the performance of any contract we enter into with them or you
- 10.6.2 providers that assist us in the improvement and optimization of our services
- 10.6.3 If in the event that we sell or buy any business or assets, in which case we may disclose user personal data to the prospective seller or buyer of such business or assets.
- 10.6.4 if we or substantially all our assets are acquired by a third party, in which case personal data held by us will be one of the transferred assets.
- 10.6.5 if we are under a duty to disclose or share user personal data, to comply with any legal obligation, or in order to enforce or apply our terms and conditions and other agreements or

• 10.6.6 to protect the rights, property, or safety of Street Level Billboards, our service, and any third party we interact with to provide www.streetlevelbillboards.com.

# 11. VIRUSES, HACKING, AND OTHER OFFENCES

11.1 You or any of your users will not misuse our service by knowingly introducing viruses, trojans, worms, logic bombs, or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our service, the server on which our service is stored, or any server, computer, or database connected to our service and/or https://streetlevelbillboards.com. You must not attack our service via a denial-of-service attack or a distributed denial-of-service attack.

11.2 By breaching this, you would commit a criminal offense under the Computer Misuse Act of 1990. We will report any such breach to the relevant law enforcement authorities and will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right, together with any user's right, to use our service will cease immediately.

11.3 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses, or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your, or any user's, use of our service and https://streetlevelbillboards.com or to your, or any user downloading of any material posted on it, or on any website linked to it.

# 12. PUBLICITY AND MARKETING

- 12.1 Subject to your prior approval, we may in any of our marketing material refer to you as our customer and refer to the type of services that we have provided for you.
- 12.2 Subject to your prior approval, we may publish and circulate a case study describing the service supplied by us to you, including aggregate figures relating to your use of our service and the benefits it has brought to your business (for use by us as a marketing tool).
- 12.3 In the case where you, as a customer, do not want us to use your name in our marketing materials, you should let us by e-mailing <u>cs@streetlevelbillboards.com</u>.

# 13. CONFIDENTIALITY

13.1 Unless otherwise set out to the contrary in these terms and conditions, each party (the "Receiving Party") shall keep confidential all information and documentation

disclosed by the other party (the "Disclosing Party") to the Receiving Party or of which the Receiving Party becomes aware which in each case relates to any operations, products, processes, dealings, trade secrets or the business of the Disclosing Party or which is identified by the Disclosing Party as confidential ("Confidential Information") and will not use any Confidential Information for any purpose other than the performance of its obligations under these terms and conditions and/or improving performance of our service. Other than to its employees and subcontractors to the extent that it is reasonably necessary for the purpose of performing its obligations under these terms and conditions, the Receiving Party shall not disclose Confidential Information to any third party without the prior written consent of the Disclosing Party. 13.2 The obligations contained in Clauses 15.1 shall not apply to any Confidential Information which is:

- 13.2.1 on the date your contract comes into effect, or at any time after that date, in the public domain other than through a breach of these terms and conditions by the Receiving Party,
- 13.2.2 furnished to the Receiving Party without restriction by a third party having a bona fide right to do so or
- 13.2.3 is required to be disclosed by the Receiving Party by law or regulatory requirements of any stock exchange, provided that the Receiving Party shall give the Disclosing Party as much notice as reasonably practicable of the requirement for such disclosure.

# 14. GENERAL

- 14.1 If we fail at any time to insist upon strict performance of our obligations under these terms and conditions, or if it fails to exercise any of the rights or remedies to which it is entitled to under these terms and conditions, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.
- 14.2 You shall comply with all foreign and local laws and regulations which apply to your use of our service in whatever country you are physically located, including without limitation, export control laws, and regulations.
- 14.3 Neither party will be responsible for delays resulting from circumstances beyond the reasonable control of such party, provided that the nonperforming party uses reasonable efforts to avoid or remove such causes of non-performance and continues performance hereunder with reasonable dispatch whenever such causes are removed. 14.4 A waiver by us of any default shall not constitute a waiver of any subsequent default.

- 14.5 No waiver by us of any of the terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.
- 14.6 All notifications and communication should be sent to the contact details set out in clause 16 below (in the case of Street Level Billboards) or the contact details given by you in the online registration form at https://streetlevelbillboards.com. A notice or communication is deemed given: (i) if delivered personally when left at the relevant party's address, (ii) if sent by post, two working days after posting it, (iii) if sent by e-mail on completion of its transmission.
- 14.7 If any of these terms and conditions are determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such term, condition, or provision will to that extent, be severed from the remaining terms, conditions, and provisions which shall continue to be valid to the fullest extent permitted by law.

  14.8 Your contract represents the entire agreement between you and us in respect of your use of our service and www.streetlevelbillboards.com and shall supersede any prior agreement, understanding, or arrangement between us, whether oral or in writing.
- 14.9 You acknowledge that in entering these terms and conditions, you have not relied on any representations, undertaking, or promise given by or implied from anything said or written whether on www.streetlevelbillboards.com, the Internet, or in negotiation between us (whether made innocently or negligently) except as expressly set out in these terms and conditions.
- 14.10 These terms and conditions are governed by and construed in accordance with U.S. law. The Courts of the state of Illinois, U.S. shall have exclusive jurisdiction over any disputes arising out of these Terms.
- 14.11 We may alter or amend these terms and conditions by giving reasonable notice on www.streetlevelbillboards.com and by e-mail to subscribers of our newsletters. By continuing (or users continuing) to use our service after the expiry of the notice period, you will be deemed to have accepted any amendment to these terms and conditions.

# 15. CONTACT DETAILS

15.1 Please direct any queries about our terms and conditions to cs@streetlevelbillboards.com

# 16. CHANGES TO THESE TERMS AND CONDITIONS

You can find historic changes to these terms and conditions on our website.