

Last Updated: June 28, 2019

TERMS OF USE FOR DIGITAL TRANSPARENCY (DTPR) IN THE PUBLIC REALM DIGITAL CHANNEL

Your Acceptance of these Terms of Use

Please read these terms of use carefully before using the Services (as defined below) as they represent a binding agreement between each user of our Services (“**you**”, “**your**”) and Sidewalk Labs Employees LLC (referred to as “**Sidewalk**”, “**we**”, “**us**”, or “**our**”).

You agree to our Terms of Use (as defined below) by accessing, installing, or using DTPR Digital Channel (the “Services”). If you do not agree to these Terms of Use, then you must not access or use our Services. Your continued use of the Services shall constitute your agreement to these terms of use (the “Terms of Use”).

You agree that these Terms of Use, and any related information, communications and agreements between you and us, may be made available or occur electronically.

These Terms of Use were last updated on the “Updated” date indicated above. We reserve the right, at our sole discretion, to modify these Terms of Use at any time. Such modifications shall become effective immediately upon the posting to our Services. You must review these Terms of Use on a regular basis to keep yourself apprised of any changes.

Use of Our Services

Sidewalk grants you a limited, revocable, non-exclusive license to access the Services solely for the purposes of adding your voice to the conversation about imaging the neighbourhood of the future, to improve the Services and for us to evaluate the effectiveness of the Services, and solely as made available by Sidewalk, and in compliance with all applicable laws. Use of the Services beyond the scope of authorized access granted to you by these Terms of Use immediately terminates this license.

Access and use of the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Sidewalk is not responsible for any delays, delivery failures, or other damage resulting from such problems, or from the unavailability of the Services for any reason.

All rights not expressly granted by these Terms of Use are reserved to us, or, if applicable, our licensors.

Trademark and Copyright Information

Our Services contain content including, but not limited to, all text, audio, images and other materials or elements (collectively the “**Content**”). The Content displayed on or through our Services is protected by copyright, pursuant to copyrights laws, and international conventions. Any reproduction, modification, creation of derivative works from or redistribution of our Services, and/or copying or reproducing any of our Services or any portion thereof to any other server or location for further reproduction or redistribution is strictly prohibited without the express written consent of Sidewalk.

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Data Rights

By providing feedback to Sidewalk or posting or uploading content to our Services, you automatically grant, and you represent and warrant that you have the right to grant, to Sidewalk an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use any data and content prepared, generated, developed or otherwise obtained by or through your use of the Services (the “**Data**”) for the limited purpose of delivering and improving the Services. Sidewalk specifically disclaims any warranty as to the validity, reliability, accuracy or legality of any Data.

Notwithstanding anything to the contrary in these Terms of Use, you agree that we may collect and use non-identifying technical and related information, including but not limited to technical information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services related to the Services. You acknowledge and agree that we may use this information, as long as it is in a form that does not personally identify you, to improve our products and provide services and technologies to you.

Your Privacy

We respect your right to privacy. All information that we may collect via the Services is subject to our privacy statement, which is accessible at and as amended from time to time: <https://github.com/sidewalklabs/docs/blob/master/privacy-policy.md>.

Your Conduct

To the extent that our Services permit you to post, email, or otherwise make available Data or other content, you agree not to post, email or otherwise make available Data or other content that:

- (a) is unlawful;
- (b) includes personal or identifying information about another person without that person’s explicit consent or about yourself;
- (c) impersonates any person or entity, including, but not limited to, a Sidewalk employee, or falsely states or otherwise misrepresents an affiliation with a person or entity;
- (d) infringes any patent, trademark, trade secret, copyright or other proprietary rights of any person, or content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (e) is harmful, threatening, abusive, harassing, degrading, defamatory, and/or pornographic;

- (f) constitutes or contains any form of advertising or solicitation, or that includes links to commercial services, applications or websites;
- (g) contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) disrupts the normal use of our Services with an excessive amount of content, or that otherwise negatively affects other users' ability to use our Services; or
- (i) employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of content transmitted through our Services.

You will be solely responsible and liable for any and all loss, damage, and additional costs that you, Sidewalk or any other person may incur as a result of your submission of any information on or through the Services.

Sidewalk reserves the right to refuse to post or to remove any content, in whole or in part, that, in its sole discretion, is unacceptable, undesirable, or in violation of these Terms of Use.

Unsolicited Submissions

If you submit ideas, drawings, suggestions, comments, feedback or similar information to Sidewalk, whether through the Services or otherwise, you do so with no expectation of confidentiality and with no expectation that you have any proprietary interest in the content of your submissions.

You agree that the content of your submissions will immediately become the property of Sidewalk. You also recognize that your submission may be used or developed by or on behalf of Sidewalk or its affiliates without any obligation to you.

The use of the digital channel does not require Personal Information, as defined by the Personal Information Protection and Electronic Documents Act (PIPEDA). Sidewalk will delete and destroy all Personal Information you voluntarily submit.

Notification and Infringement Claims

If you believe credit for any Content posted in connection Sidewalk's Services should be attributed to you, please notify our designated agent by written communication using the following email: privacy@sidewalklabs.com.

Sidewalk will investigate notices of alleged infringement and takes appropriate actions under applicable law.

Your notice must include: (a) a physical or electronic signature of a person authorized to act on behalf of the copyright owner of an exclusive right that is alleged to be infringed; (b) a description of the copyrighted work claimed to have been infringed; (c) a description of the Content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (d) information

reasonably sufficient to permit us to contact the copyright owner, such as an address, telephone number, and, if available, an electronic mail address; (e) a statement that, as the copyright owner, you have a good faith belief that use of the Content in the Services in the manner complained of is not authorized by you, your agent, or applicable law; and (f) a statement that the information in the notification is accurate, and that, to the extent applicable under penalty of perjury, the complaining party is authorized to act on behalf of the copyright owner.

If Sidewalk is notified that any Content infringes a copyright, Sidewalk shall conduct a reasonable investigation of the conduct and may remove such Content from the Services or take other steps that Sidewalk deems appropriate or that may be mutually agreed upon between Sidewalk and the copyright owner.

Claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and lawyer's fees.

Disclaimer of Warranties and Liability

THE SERVICES (INCLUDING ITS CONTENT) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ACCURACY, QUALITY, COMPLETENESS, COMPREHENSIVENESS, SUITABILITY, SYSTEM AVAILABILITY OR COMPATIBILITY OF THE SERVICES, OR THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO SIDEWALK EMPLOYEE OR AGENT IS AUTHORIZED TO MAKE ANY STATEMENT THAT ADDS TO OR AMENDS THE WARRANTIES OR LIMITATION OF LIABILITY CONTAINED IN THESE TERMS OF USE. IN ADDITION, YOU ACKNOWLEDGE THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, LATENCY ISSUES AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, AND THAT SIDEWALK IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

SIDEWALK SHALL NOT BE RESPONSIBLE FOR ANY DETRIMENTAL RELIANCE YOU MAY PLACE ON THE SERVICES OR THEIR CONTENT (INCLUDING, FOR GREATER CERTAINTY, THE PROTOCOL). THE INFORMATION PROVIDED THROUGH THE SERVICES AND THEIR CONTENTS IS FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO PROVIDE SPECIFIC ADVICE OF ANY KIND. IT SHOULD NOT BE RELIED UPON IN THAT REGARD, AND ANY RELIANCE ON YOUR PART IN THAT RESPECT IS SOLELY YOUR OWN RISK

SIDEWALK AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AGENTS AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY (I) DIRECT DAMAGES IN EXCESS OF CDN\$100; OR (II) SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY RESULT FROM THE USE OF THE CONTENT OR THE SERVICES. YOU FURTHER AGREE THAT YOU MAY NOT INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY IS A CONTROLLING FACTOR FOR SIDEWALK MAKING THE SERVICES AVAILABLE TO YOU TO USE IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THESE TERMS OF USE.

SIDEWALK MAY MAKE CHANGES TO THE SERVICES, OR TO THE PRODUCTS DESCRIBED THEREIN, AT ANY TIME WITHOUT NOTICE. SIDEWALK MAKES NO COMMITMENT TO MAINTAIN THE SERVICES OR TO UPDATE THE INFORMATION CONTAINED HEREIN.

Indemnity

You agree to indemnify and hold Sidewalk and its affiliates, and their respective directors, officers, employees, subsidiaries, affiliates, successors, assigns, agents, service providers harmless from any claim or demand, including reasonable legal fees and court costs, made by any third party due to or arising out of Data or content you submit, post or make available through the Services, your use of the Services, your violation of these Terms of Use, your breach of any of the representations and warranties herein, or your violation of any rights of another person.

Termination

We reserve the right to terminate your access to and use of the Services at any time for any reason whatsoever in our sole discretion upon providing you with 30 days prior written notice; *provided*, however, that we may terminate your access to and use of the Services immediately if you are in breach of these Terms of Use or applicable law. Upon termination of the Services, all Data stored by us in connection with your use of the Services will be deleted.

General Matters

These Terms of Use constitute the entire agreement between you and Sidewalk regarding your use of the Services, superseding any prior agreements between you and Sidewalk. These Terms of Use and the relationship between you and Sidewalk shall be governed, construed and interpreted in accordance with the laws of the state of New York (and the federal laws of the United States of America applicable therein) without regard to its conflict of law provisions.

You and Sidewalk agree to submit to the non-exclusive jurisdiction of the courts located in New York, New York. The failure of Sidewalk to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Use remain in full force and effect.

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How to Contact Us. If you have any questions or comments about these Terms of Use, please contact us via email at privacy@sidewalklabs.com.