

Website Terms Of Use

These Terms of Use (also referred to as the “Website Policy”) apply to the use of StreetDelivery.com. For the purposes of these Terms of Use, the term “Website”, shall refer collectively to www.streetdelivery.com.

Terms of Use for Website

1.1. We provide the Website to you subject to these Terms of Use (“**Website Policy**”), which may be updated by us from time to time pursuant to Section 1 herein. By accepting these Terms of Use, you agree to be bound by these Terms and StreetDelivery’ Privacy Policy available [here](#). If you do not agree to these Terms, you should not access or use the Website. In addition, when accessing the Website you shall be subject to any posted guidelines or rules applicable to the Website, which may be posted and modified from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

1.2. Changes to Terms. These Terms, or any part thereof, may be modified by us, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Website after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

1.3. Changes to Website. We may change or discontinue any aspect, service or feature of the Website at any time, including, but not limited to, content, availability, and equipment needed for access or use.

1.4. Registration. You may be given the opportunity to register via an online registration form, to create a user account (“Your Account”) that may allow you to receive information from us and/or to participate in certain features on the Website. We will use the information you provide in accordance with the Privacy Policy. By registering you represent and warrant that all information that you provide on the registration form is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your registration information on the Website so that it remains current, complete and accurate. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Website and all charges related to the same.

1.5 User Conduct Guidelines. The following terms apply to your conduct when accessing or using the Website: (a) you agree not to interfere with or disrupt the Website or the servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website; (b) you agree not to reproduce, duplicate, copy, reverse engineer, hack, sell, resell or exploit for any commercial purpose, any portion of the Website, use of the Website, or access to the Website; (c) you agree not to engage in any activity that would constitute a criminal offense or give rise to a civil liability; (d) you agree not to impersonate any person or entity, including, but not limited to, StreetDelivery or any StreetDelivery employee, or falsely state or otherwise misrepresent your affiliation with any person or entity; and (e) you agree not to interfere with any other user’s right to privacy, including by harvesting or collecting personally-identifiable information about users of the Website or posting private information about a third party.

1.6. Intellectual Property Rights. All text, graphics, photographs, trademarks, logos, icons, user interfaces, sounds, music, videos, artwork, software and computer code (collectively, “Content”), including but not limited to the “look and feel”, layout, design, structure, color scheme, selection, combination and arrangement of the Content present on the Website is owned by or licensed to us. Such Content is protected by copyright, trademark, trade dress and various other intellectual property and unfair competition laws.

Except with our express written permission or as permitted by applicable laws, you may not copy, distribute, reproduce, mirror, frame, publicly display, publicly perform, translate, reverse engineer, hack, create derivative works of, re-publish or transmit the Website or Content (in whole or in part) in any way or through any medium for distribution, publication or for any commercial purpose.

You may display, copy and download Content from the Website solely for your personal and non-commercial use provided that: (a) you do not remove any copyright or proprietary notice from the Content; (b) such Content will not be copied or posted on any networked computer or published in any medium; and (c) no modifications are made to such Content.

By accepting these Terms, you grant StreetDelivery the right to display your name and logo on our customer lists and on our website.

1.7. Disclaimer of Warranty; Limitation of Liability.

(a) You expressly agree that the use of the Website is at your sole discretion and risk. StreetDelivery, its other affiliates nor any of their respective employees, partners, third-party content providers, third-party service providers or licensors do

not warrant that your use of the website will be uninterrupted or error-free; nor do we give you any warranty, express or implied, as to the results that may be obtained from use of the website, or as to the accuracy, reliability or content of any information, service, or merchandise provided through the website.

(b) The website is provided on an “as is” basis without warranties of any kind, either express or implied, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to these terms.

(c) To the fullest extent permissible by applicable law, in no event shall the StreetDelivery, or its future parent or affiliated companies, be liable to you for any property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, work stoppage, computer and/or device or technology failure or malfunction or for any form of direct or indirect, special, incidental, consequential, exemplary or punitive damages based on any causes of action arising out of use of the website or any alleged failure of performance, error, omission, interruption, deletion, defect, or delay in service, operation, or transmission of the website, or any alleged computer virus, communication line failure, theft or destruction of property, and/or unauthorized access to, alteration of, or use of or posting of any record, content, or technology, pertaining to or on the website. You agree that this limitation of liability applies whether such allegations are for breach of contract, tortious behavior, negligence, or fall under any other cause of action, regardless of the basis upon which liability is claimed and even if StreetDelivery or future parent or affiliated companies have been advised of the possibility of such loss or damage. Without prejudice to the foregoing, you also specifically acknowledge that

the secure privacy or future parent or affiliated companies are not liable for any actual or alleged defamatory, offensive, or illegal conduct of other users of the website or any other third parties. If applicable law does not allow all or any part of the above limitation of liability to apply to you, the limitations will apply to you only to the extent permitted by applicable law.

1.8. No Legal Advice. You expressly acknowledge and agree that any information or materials, written, visual or oral, provided by StreetDelivery to you do not constitute legal advice and that such information and materials are provided for general information purposes only. You must not rely on such information and materials without obtaining proper legal advice from qualified lawyers or attorneys in your jurisdiction.

1.9. Indemnification. You agree to defend, indemnify and hold harmless StreetDelivery, its affiliates and their respective directors, officers, employees and partners from and against all claims and expenses, including attorneys' fees, arising out of the use of the Website by you. StreetDelivery reserves the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this section. In such event, you shall provide StreetDelivery with such cooperation as is reasonably requested by StreetDelivery.

1.10. Termination. We may terminate or suspend these Terms at any time without notice to you. Without limiting the foregoing, we shall have the right to immediately terminate your access to the Website in the event of any conduct by you that we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms. The provisions of Sections 1.8. and 1.9 shall survive the termination of these Terms.

1.11. Governing Law and Jurisdiction. These Terms of Use are governed by and construed in accordance with the laws of Denmark. Any disputes arising out of these Terms of Use shall be settled by courts of Copenhagen, Denmark.

Please report any violations of these Terms to [StreetDelivery](#).

1.12. Copyrights. We respect others' intellectual property rights, and expect our users and customers to do the same. If you believe that your work has been copied on the Website in a way that constitutes copyright infringement, please contact [StreetDelivery](#). We reserve the right to terminate access to the Website for users or customers who post material that infringes on the intellectual property rights of others.

1.13. Updating Cookie Consent. We use cookies on the Website track on the customer facing side are basic session and user data cookies, all of which expire same day. Cookies in use are:

sdpwd is a hash value of the users valid password session

sdun is an encoded value of the users username

sdtt is the users ID

PHPSESSID is the ID of the session created when a user logs in

1.14. Miscellaneous. These Terms and any operating rules for the Website established by us constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. The provisions of these Terms are for the benefit of the [StreetDelivery](#) and its affiliates and its third party content providers and licensors and each shall have the right to assert and enforce

such provisions directly or on its own behalf. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of these Terms is found by a court of competent jurisdiction to be invalid or unenforceable, it will be replaced with language reflecting the original purpose in a valid and enforceable manner. The enforceable sections of these Terms will remain binding upon the parties. The section headings used herein are for convenience only and shall not be given any legal import.