

Terms and Conditions

Last updated on February 1, 2019.

The NEWTRACK Advertising Corporation (NEWTRACK ADVERTISING together with its affiliates and subsidiaries, "we", "us", "our" and terms of similar meaning) provides this Website (this site and any software provided by NEWTRACK Advertising for use with the site, the "Site") to you subject to these terms of use (these "Terms"). In these Terms, we describe users ("Users") of the Site as both registered and unregistered users.

Please read these Terms carefully before using the Site. By accessing, using or browsing the Site you agree to be legally bound by these Terms and all terms, policies and guidelines incorporated by reference in these Terms. If you do not agree with these Terms in their entirety, you may not use the Site and may choose to exit the Site.

NEWTRACK Advertising reserves the right to change or modify any of the terms and conditions contained in these Terms, or any policy or guideline of the Site, at any time and in its sole discretion. If you do not agree with the changes, you can cancel your account with us without further obligation by notifying us in writing.

If you register for an account on the Site, you agree to:

- (a) provide accurate, current and complete information as may be prompted by any registration forms on the Site ("Registration Data");
- (b) maintain the security of your password;

- (c) maintain and promptly update the Registration Data, and any other information you provide to the Site, and to keep it accurate, current and complete;
- (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to the Site. You are responsible for all activity on your Site account;
- (e) all information provided by you during registration will be saved in our database for the purpose of matching registered users;
- (f) some of your information will be displayed on the map, that will be available only to registered users at web site newtrackad.com;
- (g) you are fully responsible for uploaded pictures on the Site, NEWTRACK Advertising is not responsible for information that can be displayed on uploaded pictures and used against you at any time.

After registration on the Site, you agree to:

- (a) sign an online contract regarding NEWTRACK Advertising's services if you will participate in live advertising campaign;
- (b) give permission to install vehicle decals at certified locations and temporary signs at your registered property address along advertising campaigns.

At present we do not charge any fees or other charges for the use of the Site. In these Terms, the content on the Site, including all information, data, logos, marks, designs, graphics, pictures, sound files, other files, and their selection and arrangement, is called "Content". Content provided by Users is called "User Content". User Content is that User's property.

Other than the User Content, the Site, all Content and all software available on the Site or used to create and operate the Site is the property of NEWTRACK Advertising or its licensors, and is protected by Canadian and International copyright laws, and all rights to the Site, such Content and such software are expressly reserved. All trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information (by trade name, trademark, manufacturer, supplier or otherwise) does not constitute or imply endorsement, sponsorship or recommendation thereof by NEWTRACK Advertising.

We are not responsible for User Content and you alone are liable for any loss or damage it may cause to other people. Although we have no obligation to do so, we have the absolute discretion to remove, screen or edit without notice any User Content posted or stored on the Site, and we may do this at any time and for any reason.

NEWTRACK Advertising grants you a limited, revocable, non-exclusive, non-sub-licensable license to access the Site and to view of the Content available to you on the Site.

Except as expressly permitted above, any use of any portion of the Content without the prior written permission of its owner is strictly prohibited and will terminate the license granted in this Agreement and your account with us.

You represent and warrant that your use of the Site and the Content will be consistent with this license and will not infringe or violate the rights of any other party or breach any contract or legal duty to any other parties, or violate any applicable law.

NEWTRACK Advertising corporation reserve rights to remove your online account and all information that regards to your account on Site at any time.

The Site may contain links to third-party Web sites ("Third-Party Sites") and third-party content ("Third-Party Content") as a service to those interested in this information. You use links to Third-Party Sites, and any Third-Party Content or service provided there at your own risk. NEWTRACK Advertising does not monitor or have any control over and makes no claim or representation regarding, Third-Party Content or Third-Party Sites.

You shall defend, indemnify and hold harmless NEWTRACK Advertising Corporation and the other released parties from any loss, damages, liabilities, costs, expenses, claims and proceedings arising out of your use of the Site and from the use of the Site by any person to whom you give access to your account, including any claims made by any person that any of your User Content infringes the rights, including the intellectual property rights, of any third party.

The Site is controlled by NEWTRACK Advertising and operated by it from its offices in Ontario, Canada. You and NEWTRACK Advertising both benefit from establishing a predictable legal environment in regard to the Site. Therefore, you and NEWTRACK Advertising explicitly agree that all disputes, claims or other matters arising from or relating to your use of the Site will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

NEWTRACK Advertising may assign any or all of its rights hereunder to any party without your consent. You are not permitted to assign any of your rights or obligations hereunder without the prior written consent of NEWTRACK Advertising, and any such attempted assignment will be void and unenforceable. These Terms constitute the entire agreement between you and NEWTRACK Advertising regarding your use of the Site and supersede all prior or contemporaneous communications whether electronic, oral or written between you and NEWTRACK Advertising regarding your use of the Site. Any questions about this Terms should be sent to terms@newtrackad.com