

## Terms of Use

This document is an agreement between you and Sitestream, LLC (“**Sitestream**,” “**we**,” or “**us**”) that describes the terms of use subject to which you may access and use <https://www.reviewmynotice.com> (the “**Site**”). **BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS, DO NOT USE THE SITE.**

When you use the Site, we may collect certain data and information from you. For details on how we collect and use your information, please visit our [Privacy Policy](#).

**1. DEFINITIONS:** For purposes of these TOU:

“**Citation**” means a notice or citation issued by a Municipality in connection with a violation of the Municipality’s traffic code.

“**Fine**” means the civil penalty imposed by a Municipality in accordance with its traffic code for a violation identified in a Citation, including any additional penalties and late fees incurred by the violator in connection with that violation.

“**Municipality**” means the public entity that issued you a Citation.

“**Site Materials**” collectively refers to Sitestream Content and Third-Party Content.

“**Sitestream Content**” means the text, graphics, sounds, images, information, and software that you see, hear, or otherwise experience on the Site, except for Third Party Content.

“**Third Party Content**” means content or tools provided by third parties that are available on the Site, such as links to third-party web pages and advertisements for products or services.

“**TOU**” means these Terms of Use.

**2. APPLICABILITY:** These TOU govern your use of the Site to pay a Fine to the Municipality. These TOU do **not** govern any liabilities or obligations you may have with respect to the violation identified in the Citation issued to you. The transactions you conduct on the Site are between you and the Municipality, and Sitestream is providing the Site solely for the purpose of facilitating such transactions. You may be subject to other terms or agreements between you and the Municipality with respect to your payment of Fines and liability for the underlying violation.

**3. USE OF THE SITE:** You may use the Site solely for your personal, non-commercial use to pay Fines, provided that you comply and remain in compliance with these TOU. You are responsible for obtaining access to the Site and for any third-party fees incurred as a result (such as internet service provider or airtime charges). You may **not**:

- a. modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any Site Materials or other information, tools, products, or services obtained from the Site;
- b. copy, modify, create a derivative work from, reverse engineer or reverse assemble the Site, or otherwise attempt to discover any source code;
- c. use the Site to upload or distribute any type of malware;

- d. use the Site in any manner that damages, disables, overburdens, or impairs the Site or interferes with any other party's use and enjoyment of the Site;
  - e. impersonate, or attempt to impersonate, any other individual, falsify contact information, misrepresent a relationship with any person or entity, or otherwise attempt to mislead with respect to your identity; or
  - f. use the Site for any purpose or in any manner that is unlawful or prohibited by these TOU.
4. **PAYMENT PROCESSING:** The Site allows you to pay Fines online using your credit or debit card, bank account, or any other payment method that the Municipality authorizes Sitestream to accept on its behalf ("**Payment Information**"). Sitestream may use one or more third-party payment processors to process payments on the Site. By submitting Payment Information through the Site, you authorize us and the payment processor to charge the account you maintain with your bank or other financial institution in connection with such payment. You acknowledge and agree that Sitestream shall not be liable for any issues regarding financial transactions between you and your financial institution, such as transactions that were not processed due to a network communication error, or any other reason. If you submit Payment Information through the Site, it is your responsibility to verify that the transaction was successfully processed.
  5. **ACCOUNTS:** You may need or choose to create an account in order to access certain features of the Site. If you create an account, you agree to be responsible for maintaining the security and confidentiality of your account login credentials, and you agree to be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your account, you must notify Sitestream immediately at [safer@sitestream.ai](mailto:safer@sitestream.ai). We reserve the right to suspend your account access if we determine you are using your account in violation of these TOU.
  6. **YOUR INFORMATION:** In order to pay a Fine through the Site, you will be required to provide your name, postal address, Payment Information, and Citation number. You agree that any information you submit through the Site will be accurate and up to date. In connection with enabling the payment portal on the Site, Sitestream may use third-party tools or services on the Site and Sitestream may engage third parties to develop and/or maintain the payment portal on the Site. The information you submit through the Site may be processed and stored in the U.K. by the third parties providing such tools and/or services to Sitestream in the U.S. and the U.K. By submitting information through the Site, you expressly consent to: (i) Sitestream sharing your personal information with such third parties; and (ii) the transfer of your personal information to countries outside of the country in which you reside. For more details on how your personal information is processed, please visit our [Privacy Policy](#).
  7. **THIRD-PARTY CONTENT:** The Site may display Third-Party Content, and you acknowledge that Sitestream is not responsible for any such Third-Party Content and Sitestream makes no representations as to the completeness or accuracy of such Third-Party Content. You also agree that Sitestream is not responsible or liable for any losses or damages you experience with any Third-Party Content you choose to rely upon or advertisements you respond to, and that you must contact the third party directly for any remedies that may be available to you.
  8. **INTELLECTUAL PROPERTY RIGHTS:** The Site and all Site Materials are protected by U.S. and foreign intellectual property laws. The Sitestream Content is the valuable intellectual property of Sitestream

or its licensors. Sitestream owns and retains all copyrights in Sitestream Content. Third-Party Content may be subject to the intellectual property rights of third parties. Except as stated herein, none of the Site Materials may be copied, reproduced, or distributed in any form without the prior written permission of Sitestream. The trademarks and service marks that are used on the Site, including but not limited to "SITESTREAM," are protected by U.S. and foreign intellectual property laws. The appearance, layout, color scheme, and design of the Site are protected trade dress. Sitestream may use for any lawful purpose, including to improve the Site, any suggestions or other feedback you provide, without payment or condition. You do not receive any right or license to use any of the rights described in this Section 8.

9. **COPYRIGHT INFRINGEMENT:** If you believe that your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on the Site, please provide notice to our Copyright Agent and include the following information ("**Notice**"):
  - a. A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is alleged to have been infringed.
  - b. A description of the copyrighted work or works that you claim have been infringed and identification of what material in such work(s) is claimed to be infringing and which you request to be removed or access to which is to be disabled.
  - c. A description of where the material that you claim is infringing is located on the Site.
  - d. Information sufficient to permit Sitestream to contact you, such as your physical address, telephone number, and email address.
  - e. A statement by you that you have a good faith belief that the use of the material identified in your Notice in the manner complained of is not authorized by the copyright owner, its agent, or the law.
  - f. A statement by you that the information in your Notice is accurate and, under penalty of perjury that you are the copyright owner or authorized to act on the copyright owner's behalf.

The Copyright Agent for Notice of claims of copyright infringement can be reached by mail at 100 Cummings Center, 343-C, Beverly, MA 01915, or by email at [safer@sitestream.ai](mailto:safer@sitestream.ai). YOU SHOULD CONTACT THE COPYRIGHT AGENT ONLY IF YOU BELIEVE THAT YOUR WORK HAS BEEN USED OR COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND THAT SUCH INFRINGEMENT IS OCCURRING ON THE SITE. THE COPYRIGHT AGENT WILL NOT RESPOND TO ANY OTHER INQUIRIES.

10. **COMPLIANCE WITH LAWS:** By accessing or using the Site, you agree to comply with all laws, rules and regulations implemented by any government authority or agency which govern or apply to the use of the Site.
11. **LEGAL DISCLAIMERS:** THE INFORMATION PRESENTED ON OR THROUGH THE SITE IS MADE AVAILABLE SOLELY AS A CONVENIENCE TO YOU FOR INFORMATION PURPOSES. SITESTREAM DOES NOT WARRANT THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK. SITESTREAM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM YOUR RELIANCE ON THE INFORMATION AVAILABLE ON THE SITE. TO THE FULLEST EXTENT PERMITTED BY LAW, SITESTREAM MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SITE AND SITE MATERIALS. THE

SITE AND SITE MATERIALS ARE PROVIDED "AS IS," WITH NO WARRANTY, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. SITESTREAM DISCLAIMS ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE. SITESTREAM DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR THAT THE SITE IS FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIAL OR DATA THROUGH THE USE OF THE SITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL OR DATA. IF YOUR USE OF THE SITE OR DOWNLOADED MATERIAL OR DATA RESULTS IN THE NEED FOR SERVICING OR REPLACEMENT OF EQUIPMENT OR DATA, SITESTREAM IS NOT RESPONSIBLE FOR THOSE COSTS.

12. **LIMITATION OF LIABILITY:** UNDER NO CIRCUMSTANCES WILL SITESTREAM OR ITS OFFICERS, DIRECTORS, OR LICENSORS BE LIABLE TO YOU FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL, RELIANCE, CONSEQUENTIAL OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEN, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) ON ACCOUNT OF YOUR USE, MISUSE, OR RELIANCE ON THE SITE OR SITE MATERIALS. THIS LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM ANY CLAIM RELATING TO THESE TOU, THE AGREEMENTS OR POLICIES REFERENCED HEREIN, OR THE SUBJECT MATTER HEREOF, WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY EVEN IF SITESTREAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SITESTREAM WILL NOT BE LIABLE FOR ANY ACT OR OMISSION OF ANY THIRD PARTY, INCLUDING BUT NOT LIMITED TO YOUR FINANCIAL INSTITUTION OR ANY PROVIDER OF TELECOMMUNICATION SERVICES, INTERNET ACCESS, OR COMPUTER EQUIPMENT OR SOFTWARE.
13. **AGREEMENT TO ARBITRATE:** YOU AND SITESTREAM AGREE TO RESOLVE ANY DISPUTES ARISING UNDER THESE TERMS OF USE THROUGH FINAL AND BINDING ARBITRATION. Any controversy or claim arising out of or relating to these TOU and the agreements and policies referenced herein, or the breach thereof, shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws provisions, and shall be adjudicated by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be Boston, Massachusetts. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.
14. **CHANGES TO THESE TERMS:** We reserve the right, in our sole discretion, to revise, update, and replace these TOU at any time. We will notify you of changes to these TOU by posting an update to the Site, and all changes to these TOU will be effective immediately when we post such notice. By continuing to use the Site after changes to these TOU become effective, you agree to be bound by these TOU as changed. If you do not agree to the changes, in whole or in part, you must stop using the Platform. NOTWITHSTANDING THE FOREGOING, OUR RIGHT TO MAKE CHANGES TO THESE TOU

SHALL NOT INCLUDE THE AGREEMENT TO ARBITRATE SET FORTH IN SECTION 13. NO PART OF SECTION 13 MAY BE AMENDED, DISCHARGED, MODIFIED, OR WAIVED EXCEPT IN A WRITING SIGNED BY BOTH PARTIES.

15. **WAIVER AND SEVERABILITY:** Any failure by Sitestream to enforce a provision of these TOU is not a waiver of its right to do so later. If for any reason, any provision or portion of the TOU is found to be unenforceable, the remainder of the TOU will continue in full force and effect.
16. **ENTIRE AGREEMENT:** These TOU constitute the entire agreement between you and Sitestream with respect to your use of the Site.

*These Terms of Use were last amended on March 20, 2023.*