



SPACE website terms of use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

### **Who we are and how to contact us**

SPACE is a central database of UK Outdoor Advertising facilities managing the allocation of unique industry standard codes to identify individual advertising frames across the United Kingdom.

It's overseen by the Outdoor Industry Standards Committee which is made up from members of Outsmart and the IPA Outdoor Group (IPAO) and other companies who are working together to develop best practice standards for the transmission of common data across the industry. The joint chairs of the committee are Mungo Knott from Primesight and Gavin Lee from Posterscope.

Mediatel were commissioned by the Outdoor Industry Standards Committee to develop and manage SPACE.

### **By using SPACE you accept these terms**

By using SPACE, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use SPACE.

### **We may make changes to these terms and to the site**

These terms may change from time to time. Every time you wish to use SPACE, please check these terms to ensure you understand the terms that apply at that time.

SPACE may be updated and changed from time to time.

### **We may suspend or withdraw SPACE**

We do not guarantee that SPACE, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of SPACE for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access SPACE through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

### **Member only access**

Access to the member only areas of SPACE and the ability to populate user generated content is provided free of charge to Outsmart members.

For IPAO members, access to the member only areas of SPACE is free of charge. IPAO members do not have the ability to populate user generated content.

Access to the member only areas of SPACE for media owners who are not Outsmart members is:

- Access to populate < 500 Frames is £1,000 per annum
- Access to populate > 500 Frames is £1,000 per annum + £1 per frame per annum for every frame over 500
- Access to consume the data is £5,000 per annum but is reduced by the cost charged for data population.

Access to the member only areas of SPACE for non-media owners is:

- Companies conducting logistical service, e.g. Site inspections. Dispatch £5,000 pa

- Non IPAO media trading or transaction £10,000 pa
- Non trading Analytics and Analysis £10,000 pa
- Companies which are searching for a sustainable business model and are Incorporated for less than five years receive a discount of 50% of the price for Year 1 and 75% of the price for Year 2 of a subscription
- Other companies £POA

Amounts set out above are exclusive of VAT. Amounts are due and payable to Outsmart upon receipt of an invoice from Outsmart.

#### **You must keep your account details safe**

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party and if you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

#### **Do not rely on information on this site**

The content on SPACE is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on SPACE, we make no representations, warranties or guarantees, whether express or implied, that the content on SPACE is accurate, complete or up to date.

#### **We are not responsible for websites we link to**

Where SPACE contains resources provided by third parties, these are provided for your information only. We have no control over the contents of those resources.

#### **User-generated content is not approved by us**

SPACE includes information uploaded by other users. This information and these materials have not been verified or approved by us.

#### **Our responsibility for loss or damage suffered by you**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We exclude all implied conditions, warranties, representations or other terms that may apply to SPACE or any content on it. We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, SPACE or use of or reliance on any content displayed on SPACE. In particular, we will not be liable for loss of profits, sales, business, or revenue, business interruption, loss of anticipated savings, loss of business opportunity, goodwill or reputation, or any indirect or consequential loss or damage.

#### **Uploading content to SPACE**

Any content you upload to SPACE will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you grant us and other users of SPACE a limited licence to use, store and copy that content and to distribute and make it available to third parties for the purposes of identifying individual advertising frames across the United Kingdom.

**We are not responsible for viruses and you must not introduce them**

We do not guarantee that SPACE will be secure or free from bugs or viruses. You must not misuse SPACE by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to SPACE, the server on which SPACE is stored or any server, computer or database connected to SPACE. You must not attack SPACE via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use SPACE will cease immediately.

**Which country's laws apply to any disputes?**

These terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.