

WELCOME TO GIS CLOUD!

Through the GIS Cloud application, platform, our website, mobile application(s), related content and services (collectively the “Service(s)”), GIS Cloud, Ltd. (“GIS Cloud”, “we”, “us”, “our(s)”) seeks to create an environment where colleagues and GIS Cloud users (“Users”, “you”, “your(s)”) can easily access data from anywhere in the world and allow the quick and easy publishing and sharing of maps on the web and the use of the GIS platform to build geo and location-aware applications.

PLEASE READ THESE TERMS OF SERVICE (“TERMS”), AND OUR PRIVACY POLICY CAREFULLY. THESE ARE LEGALLY BINDING AGREEMENTS THAT CONTROL YOUR ACCESS TO AND USE OF THE GIS SERVICES AND MAY AFFECT YOUR RIGHTS AND OBLIGATIONS.

ACCEPTANCE

In order to use the Services you must agree to these Terms and our Privacy Policy. You can accept these Terms by clicking to agree to the Terms of Service and Privacy Policy, where this option is made available to you in the User interface of the Services. Furthermore, by using the Services, you agree to be bound by these Terms and our Privacy Policy. By using the Services you represent that you have read and understand these Terms and our Privacy Policy and agree to be bound by the terms herein and therein.

TRIAL ACCOUNTS

GIS Cloud offers a free 14-day trial of the Service (the “Free Trial Period”). By creating your user account, you accept the 14-Day Free Trial Offer and

acknowledge and agree to these Terms of Use. If you decide that you want to become a paying user of the Services upon the lapse of the Free Trial Period, you must contact GIS Cloud and enter into a monthly service contract (you may also do this at www.giscloud.com). You may only use this Free Trial Offer once. GIS Cloud reserves the right, in its absolute discretion, to withdraw or to modify this Free Trial Offer at any time without prior notice and with no liability.

LIMITED LICENSE

GIS Cloud To You

Upon Your acceptance of these Terms, you may access, download, view, copy, and print Services and content available on GIS Cloud site, for Your use subject to these Terms. As a condition of this grant of commercial and noncommercial license, you may not distribute any content obtained through GIS Cloud to any third party except as expressly provided for in these Terms of Use. For the purposes of these Terms “Commercial Use” means your authorized use of the Services wherein you provide the Services to third parties in order to generate income, promote the generation of income, or any other means of commercial advantage or private financial gain.

Free Service Users

You acknowledge and agree that GIS Cloud may impose or adjust the limit on the number of transactions you may send or receive through the Service or resources you use; such fixed upper limits may be set and/or changed by GIS Cloud at any time and at GIS Cloud’s sole discretion.

Inquiries regarding additional uses not expressly provided for herein may be submitted to GIS Cloud through a Copyright information or Permissions request email.

You to GIS Cloud

GIS Cloud claims no ownership over any material that you create and/or upload to the Service (“Content”), and you retain copyright and any other rights you already hold in your Content. By submitting, posting or displaying your Content in the Service you grant to GIS Cloud a non-transferable, non-exclusive license to use your identifying features including without limitation your logo, name, trade name, and domain name (“Brand Features”) to advertise that you are using the Service.

License Requirements

If you develop by use of GIS Cloud a project or solution for use by other users, you must:

- display to the users of your project or solution the link to GIS Cloud’s Terms of Use as presented through the Service;

explicitly state in the acceptance to your terms of use that your users are agreeing to be bound by GIS Cloud’s Terms of Use; and
protect the privacy and legal rights of those users.

License Restrictions

Except as expressly permitted under these Terms, or unless you have received prior written authorization from GIS Cloud (or, as applicable, from the provider of particular Content), GIS Cloud’s licenses above are subject to your

adherence to all of the restrictions below. Except as explicitly permitted you must not (nor may you permit anyone else to):

- access or use the Service or any Content through any technology or means other than those provided in the Service, or through other explicitly authorized means GIS Cloud may designate;

copy, translate, modify, create a derivative work of, or publicly display any Content or any part thereof (for example, the following is prohibited: creating server-side modification of map tiles;

access Services or resources not made available to you through a standard web browser or GIS Cloud products;

reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted by GIS Cloud or required by applicable law;

use, edit or publish Content obtained through Service with any other Service or application besides GIS Cloud.

manually or systematically harvest information contained within the Service;

use the Service in a manner that gives you or any other person access to mass downloads or bulk feeds of any Content, including but not limited to numerical latitude or longitude coordinates, imagery, and visible map data;

use Services in for illegal, improper, or inappropriate purposes (including but not limited to defamation or harassment of others; distribution of obscene or indecent material; stalking; or distribution of content in violation of the proprietary rights of others).

delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Service or the Content;

use Services in such a manner as to adversely affect GIS Cloud's and GIS Cloud's commercial interests;

hide, alter or mask from GIS Cloud the identity of your service as it uses the Service, including by failing to follow the identification conventions listed AND any proprietary rights notices provided with the Services; or

violate these Terms of Use and other policies as GIS Cloud may develop from time to time, including but not limited to agreeing not to:

- (i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(ii) upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;

- (iii) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of the rights, or have the permission of the owner or other legal justification to use such content;
- (iv) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;
- (v) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law, the Terms or any applicable Service policies or guidelines;
- (vi) download any file posted by another that you know, or reasonably should know, cannot legally be distributed in such manner;
- (vii) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;
- (viii) restrict or inhibit any other user from using and enjoying the Service or any other GIS Cloud and GIS Cloud Services;
- (ix) delete, obscure, or fail to display the Terms of Use link as presented through the Service;
- (x) delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Service or the Content;
- (xi) interfere with or disrupt the GIS Cloud Services, servers, or networks connected to the GIS Cloud Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the GIS Cloud Services;
- (xii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the GIS Cloud Services or Content or collect information about users for any unauthorized purpose;
- (xiii) display content that falsely expresses or implies that such content is sponsored or endorsed by GIS Cloud and GIS Cloud;
- (xiv) create user accounts by automated means or under false or fraudulent pretenses, or obtain or attempt to obtain multiple keys for the same URL;
- (xv) promote or provide instructional information about illegal activities;
- (xvi) promote physical harm or injury against any group or individual; or
- (xvii) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

Any of the foregoing, whether merely attempted or successfully executed, is a material breach of these Terms of Use.

CHANGES TO TERMS AND SERVICES

GIS reserves the right, at its sole and absolute discretion, to temporarily or in perpetuity, change, modify, update, alter and/or cancel the Services or any portion thereof, these Terms and/or all other GIS policies, without notice to you. GIS Cloud will not be liable for any kind of damage or loss to you or to any third party, stemming from any such changes, modifications, updates, alterations and/or cancellation of any of the Services or portion thereof, these Terms and/or all other GIS policies. Any Changes to these Terms and/or other GIS policies will be reflected on the Services and continued use of the Services thereafter will constitute acceptance of any such changes, modifications, updates, alterations and/or cancellation.

GIS Cloud is constantly innovating in order to provide the best possible experience for its users. At any time prior to discontinuing the current version of the Service or upgrading to a new version of the Service, GIS Cloud may, in its discretion as part of this continuing innovation, label certain features or functionality of the Service as “experimental” or “beta.” In such case these Terms and all other GIS Cloud policies will continue to apply until your relationship with GIS Cloud is terminated as provided for herein.

YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant that your use of the Site will be in strict accordance with these Terms, and with all applicable laws, rules and regulations, including without limitation all federal, state, local, provincial and international laws, rules and regulations applicable to your use of the Site and your Content, including all copyright, patent and trademark laws.

By using the Site, you hereby represent that:

- You will comply with all applicable laws and/or regulations.

You have full power, capacity and authority to accept these Terms.

You will not to spam or harass others.

You will respect other Users' privacy and as such you will not share private or personally identifiable information on the Services.

You will not use any of the Services or features to purposefully harm or disrupt another User's business or reputation; targeted bullying will not be tolerated.

You will be respectful, posted Content must not promote, support or glorify hatred.

PRIVACY AND PERSONAL INFORMATION

By accepting these Terms of Use, you also agree to the terms of GIS Cloud's [Privacy Policy](#) and all other applicable GIS Cloud policies, which are hereby incorporated into these Terms of Use.

CONTENT POLICY

Account Information

In order to access the Service, you must have a GIS Cloud Account. You agree that any information you give to GIS Cloud in connection with your GIS Cloud Account or your continued use of the Service will always be accurate, correct and up to date. You agree that you will be solely responsible to GIS Cloud for your use of the Service. If you become aware of any unauthorized use of your password or your account you agree to notify GIS Cloud immediately.

Sharing of Your Content. In the event You desire to make use of the GIS Cloud content sharing feature by uploading or publishing any of Your data and/or imagery to GIS Cloud, You hereby grant GIS Cloud a non exclusive, revocable, royalty free to insert a non invasive logo of GIS Cloud and to provide end users a hypertext reference link to GIS Cloud platform from Your content.

THIRD PARTIES

Third Party Content

The Service may include hyperlinks to other websites or content or resources. GIS Cloud has no control over any websites or resources that are provided by companies or persons other than GIS Cloud. You acknowledge and agree that GIS Cloud is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such websites or resources. You acknowledge and agree that GIS Cloud is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

GIS Cloud's Subsidiaries and Affiliates

GIS Cloud has or will have subsidiaries and affiliated legal entities around the world ("Subsidiaries and Affiliates"). Sometimes, these companies will be providing the Service to you on behalf of GIS Cloud itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Service to you.

Third-Party Licensing Terms and Use Restrictions

Services provided by GIS Cloud may contain third-party data and/or imagery. In addition, GIS Cloud provides the ability to view, access and incorporate maps and content that is provided by other software and content providers

such as Google, Microsoft, ESRI, OpenStreetMap and others through the use of web services and interfaces, including but not limited to Web Map Service. Use of third-party data and/or imagery may be subject to such third party's License Agreement or additional use restrictions. You are solely responsible for compliance with all applicable third party license agreement(s). Third party Use Restrictions may be provided with the data (such as with metadata). GIS Cloud may modify the third party license agreement and any applicable use restrictions from time to time and it is your responsibility to check for updates to these license agreements or use restrictions. If a modification any third party license agreement, or use restrictions is unacceptable, you may cancel your access upon written notice to GIS Cloud or discontinue use of the Service, as applicable. Continued use of the Service will be deemed acceptance of any modifications.

INTELLECTUAL PROPERTY

Ownership

You acknowledge and agree that GIS Cloud (or GIS Cloud's licensors and their suppliers, as applicable) owns all legal right, title and interest in and to the Service, Content and Technology, including any intellectual property rights that subsist in the Service and Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). These Terms of Use do not transfer any rights to redistribute, prepare derivative works from, or acquire ownership interest in Services.

Trademarks

You acknowledge that the GIS Cloud logo, and other marks (including without limitation any trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of GIS Cloud, GIS Cloud, its partners, or other third party rights holders of content indexed by GIS Cloud) used in the Services or otherwise, whether registered or unregistered are the sole property of GIS Cloud and/or its licensors or Affiliates. These marks may only be used where expressly authorized by GIS Cloud or the applicable licensor or Affiliate. You may not delete or in any manner alter these marks. Any use in violation of the foregoing shall be considered a material breach of these Terms of Use.

CLAIMS OF COPYRIGHT INFRINGEMENT

GIS Cloud's copyright policy is to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to take-down allegedly infringing materials and/or terminating the accounts of repeat infringers, as applicable.

If you believe that anything made available via our Services infringes upon any copyright which you own or control, you may file a notification of such infringement by contacting us at info@giscloud.com.

To be effective, the notification must be a written communication that includes the following:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online Site are covered by a single notification, a representative list of such works at that Site;

Identification of the material 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;

Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;

A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We may give notice of a claim of copyright infringement to our Users by means of a general notice on our website and/or mobile applications, via electronic mail to a User's email address in our records, or by written communication sent by first-class mail to a User's address in our records. In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, GIS Cloud has adopted a policy of terminating, in appropriate circumstances, and at our sole discretion, the right to access and use the Services for those Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Services and/or terminate the right of any Users to access and use the Services for the infringement of any intellectual property rights of others, whether or not there is any repeat infringement.

TERMINATION

These Terms will continue to apply to you until terminated by either you or GIS Cloud. GIS Cloud reserves the right in its discretion to cease providing all or any part of the Services for any or no reason. Additionally GIS Cloud reserves the right to terminate your access to and use of the Service immediately without any notice if:

- you have breached any provision of the Terms (or have acted in manner that clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms);

GIS Cloud is required to do so by law;
the Service relies on data or services provided by a third party partner and the relationship with such partner has expired or been terminated or requires GIS Cloud to change the way GIS Cloud provides the data or services through the Service;
providing the Services could create a substantial economic burden as determined by GIS Cloud in its reasonable good faith judgment; or
providing the Service could create a security risk or material technical burden as determined by GIS Cloud in its reasonable good faith judgment.

PAYMENTS AND BILLING

Premium Services

Certain of our Services may be subject to payments now or in the future (the “Premium Services”). Please see our Premium Services page <https://www.giscloud.com/pricing> for a description of the currently available Premium Services and the payment amounts (“Fees”) and terms applicable to such Premium Services. Please note that any payment terms presented to you in the process of using or signing up for a Premium Services are deemed part of these Terms of Use. All amounts are stated in, and shall be paid in, U.S. dollars. We may revise the rates for Premium Services at any time, or impose additional fees or charges. If you are a subscriber to Premium Services, we will provide prior notice of any increase of fees, by a message to the contact person listed on your account, by posting on the Service or on our pricing page. We may also periodically review your usage and bill you for any overages or increased usage (e.g. additional map views) at our then-current rates.

Taxes

All Fees are exclusive of taxes, duties, levies, tariffs, and other governmental charges (including, without limitation, VAT) (collectively, “Taxes”). You shall be responsible for paying all Taxes associated with the Services (without any offset or deduction to the fees paid to GIS Cloud) other than U.S. taxes based on GIS Cloud’s net income.

Billing

We use a third-party payment processor (the “Payment Processor”) to bill you through a payment account linked to your Account on the Services (your “Billing Account”) for use of the Premium Services. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms of Use. We are not responsible for error by the Payment Processor. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if the Payment Processor has already requested or received payment. The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. If we, through the Payment Processor, do not receive payment from you, you agree to pay all amounts due on your Billing Account upon demand.

Auto-Renewal

Fees for certain Premium Services are automatically charged on a recurring basis, and when signing up for a Premium Service with a recurring payment obligation, you will be able to select a recurring billing level and renewal term

that will apply to your receipt of such Premium Services (“Subscription”) (e.g. monthly, 6 month or annual payment). Unless you cancel or change your Subscription in accordance with these Terms of Use, any Subscriptions you have signed up for will be automatically extended for successive renewal periods of the same duration as the Subscription originally selected, at the then-current non-promotional rate. By signing up for a Subscription, you agree that we may submit the charges associated with such Subscription for payment on the applicable schedule and you will be responsible for such charges. Your charges may be payable in advance, in arrears, per usage, or as otherwise described when you initially selected to use the Premium Service and/or Subscription. BY SIGNING UP FOR A SUBSCRIPTION YOU ACKNOWLEDGE AND AGREE THAT WE MAY SUBMIT PERIODIC CHARGES (E.G., MONTHLY) WITHOUT FURTHER AUTHORIZATION FROM YOU, UNTIL YOU PROVIDE PRIOR NOTICE (RECEIPT OF WHICH IS CONFIRMED BY US) THAT YOU HAVE TERMINATED THIS AUTHORIZATION OR WISH TO CHANGE YOUR PAYMENT METHOD. SUCH NOTICE WILL NOT AFFECT CHARGES SUBMITTED BEFORE WE REASONABLY COULD ACT. TO TERMINATE YOUR AUTHORIZATION OR CHANGE YOUR PAYMENT METHOD, GO TO THE BILLING SECTION OF THE SERVICE. PLEASE CONTACT US AT SUPPORT@GISCLOUD.COM IF YOU NEED ANY ASSISTANCE. This does not waive our right to seek payment directly from you.

Current Information Required

YOU MUST PROVIDE CURRENT, COMPLETE, AND ACCURATE INFORMATION FOR YOUR BILLING ACCOUNT. YOU MUST PROMPTLY UPDATE ALL INFORMATION TO KEEP YOUR BILLING ACCOUNT

CURRENT, COMPLETE AND ACCURATE (SUCH AS A CHANGE IN BILLING ADDRESS, CREDIT CARD NUMBER, OR CREDIT CARD EXPIRATION DATE), AND YOU MUST PROMPTLY NOTIFY US OR OUR PAYMENT PROCESSOR IF YOUR PAYMENT METHOD IS CANCELED (E.G., FOR LOSS OR THEFT) OR IF YOU BECOME AWARE OF A POTENTIAL BREACH OF SECURITY, SUCH AS THE UNAUTHORIZED DISCLOSURE OR USE OF YOUR ACCOUNT CREDENTIALS OR PASSWORD. CHANGES TO SUCH INFORMATION CAN BE MADE DIRECTLY BY YOU USING THE SERVICE. PLEASE CONTACT US AT SUPPORT@GISCLOUD.COM IF YOU NEED ANY ASSISTANCE. IF YOU FAIL TO PROVIDE ANY OF THE FOREGOING INFORMATION, YOU AGREE THAT WE MAY CONTINUE CHARGING YOU FOR ANY USE OF PREMIUM SERVICES UNDER YOUR BILLING ACCOUNT UNLESS YOU HAVE TERMINATED YOUR PREMIUM SERVICES AS SET FORTH ABOVE.

Change in Amount Authorized

If the amount to be charged to your Billing Account varies from the amount you pre-authorized (other than due to the imposition or change in the amount of state sales taxes), you have the right to receive, and we shall provide, notice of the amount to be charged and the date of the charge before the scheduled date of the transaction. Any agreement you have with your payment provider will govern your use of your Payment Method. You agree that we may accumulate charges incurred and submit them as one or more aggregate charges during or at the end of each billing cycle.

Refund Policy

We are required to provide a refund only if we terminate our Services to you without cause before the end of a month for which you have paid. There is no other circumstance in which you will be entitled to a refund from GIS Cloud.

We may, at our sole discretion, offer refunds in other situations subject to any User seeking such refund applying for the refund in accordance with the requirements we post on the website, which may be changed from time to time.

Chargeback Policy; Disputes

If you have a question about charges made to your Account, please contact us immediately. If the charges were made in error, we will credit your Billing Account or Payment Method for the appropriate amount. Please note that GIS Cloud has a zero tolerance policy for chargebacks. Any customer who disputes a credit card payment that is found to be valid will be permanently banned from use of any and all GIS Cloud Services.

ACCOUNT CANCELLATION

Free Service Users

You may cancel your Free GIS Cloud account by discontinuing your use of the Service at any time, there is no need to contact GIS Cloud or take any further action.

Premium Service Users

In order to cancel your Premium GIS Cloud account you must notify GIS Cloud that you wish to cancel your subscription. Please note that any such

cancellation will take effect on the day after the last day of the then current monthly subscription period.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold GIS Cloud, its strategic partners, officers, directors, agents, affiliates, licensors and their suppliers (“the Indemnified Parties”) harmless from and against any claim or liability arising out of:

- your use of the GIS Cloud platform in breach of the Terms or applicable policies;

any use by users of your projects realized through the GIS Cloud platform;
any claim that your GIS Cloud projects or Your Content violates any applicable law, including but not limited to any claim that infringes the rights of a third party.
You agree that you are solely responsible for (and that GIS Cloud has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which GIS Cloud may suffer) of any such breach.

You agree to cooperate as fully as reasonably required in the defense of any claim. GIS Cloud reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the GIS Cloud may be irreparable; therefore, GIS Cloud is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

WARRANTY DISCLAIMER / LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND THE CONTENT IS AT YOUR SOLE RISK AND THAT THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS." IN PARTICULAR, GIS CLOUD, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS AND THEIR SUPPLIERS, DO NOT REPRESENT OR WARRANT TO YOU THAT YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GIS CLOUD, OR THROUGH OR FROM THE SERVICE OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

GIS CLOUD, ITS LICENSORS, AFFILIATES AND THEIR SUPPLIERS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GIS CLOUD, ITS SUBSIDIARIES, AFFILIATES, LICENSORS AND THEIR SUPPLIERS, WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF

PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS); OR ANY LOSS OR DAMAGE AS A RESULT OF:

- ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE GIS CLOUD SERVICES;

(ANY CHANGES THAT GIS CLOUD MAY MAKE TO THE SERVICE, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY FEATURES WITHIN THE SERVICE);

THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE;

YOUR FAILURE TO PROVIDE GIS CLOUD WITH ACCURATE ACCOUNT INFORMATION; OR

YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

THE LIMITATIONS ON GIS CLOUD'S LIABILITY TO YOU ABOVE WILL APPLY WHETHER OR NOT GIS CLOUD, ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

NOTHING IN THESE TERMS WILL EXCLUDE OR LIMIT GIS CLOUD'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF LOSS OR DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND GIS CLOUD'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NOTICES

You agree that GIS Cloud is not obligated to but may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service.

NO WAIVER

You agree that if GIS Cloud does not exercise or enforce any legal right or remedy contained in the Terms (or that GIS Cloud has the benefit of under any applicable law), this will not be taken to be a formal waiver of GIS Cloud's rights and that those rights or remedies will still be available. Any waiver of any provision of these Terms will be effective only if GIS Cloud expressly states in a signed writing that it is waiving a specified Term.

SEVERABILITY

If any court of law that has jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

ASSIGNMENT

You may not assign your rights and/or obligations under these Terms. GIS Cloud may assign its rights and obligations under these Terms and will inure to the benefit of GIS Cloud, its successors and assigns.

GOVERNING LAW AND JURISDICTION; INJUNCTIVE RELIEF

The Terms, and your relationship with GIS Cloud under the Terms, will be governed by the English law without regard to its conflict of laws provisions. You and GIS Cloud agree to submit to the exclusive jurisdiction of the courts located in London, United Kingdom, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that GIS Cloud will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

ENTIRE AGREEMENT

The Terms constitute the whole legal agreement between you and GIS Cloud and govern your use of the Service and Content, and completely replace and supersede any prior agreements between you and GIS Cloud, written or oral, in relation to the Service and Content.

Last updated: January 21st 2020