

GEOLYTIX MAPP & Data

Terms of Service & License. Last Updated: 11th May 2023

GEOLYTIX MAPP is an online mapping application.

By using GEOLYTIX MAPP (“Service”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

GEOLYTIX Ltd (“Company”) reserves the right to update and change these Terms of Service without notice. Violation of any of the terms below may result in the termination of your account.

Geolytix Ltd, a Limited company registered in England and Wales (no. 9511651) and whose registered business address is Office 117, The Finsbury Business Centre, 40 Bowling Green Lane, London, EC1R 0NE

1. **Security of your account.** The security of your account is your responsibility, as is ensuring you have a secure password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
2. **Illegal Use.** You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws). You must provide a valid email address, and any other information requested by your administrator in order to complete registration.
3. **Log in.** Your login may only be used by one person and not shared with anyone.
4. **API Terms.** Customers may access their Service data via the Application Program Interface (“API”). Any use of the API is bound by the terms of this agreement plus the following specific terms: You expressly understand and agree that the Company shall not be liable for any damages or losses resulting from your use of the API or third-party products that access data via the API. Abuse or excessively frequent requests to the Service via the API may result in the temporary or permanent suspension of your account’s access to the API. The Company, in its sole discretion, will determine abuse or excessive usage of the API. The Company will make a reasonable attempt via email to warn the account owner prior to suspension.
5. **Demo 30-day trial.** The Demo Service is offered with a free trial for 30 days. If you need more than 30 days, you will need to contact The Company who have the right to refuse continued use, in which case your account will be inaccessible.
6. **Grant of License & Payment Terms.** In consideration of payment of the License fee, Geolytix agrees to grant and the Licensee agrees to accept on the following terms and conditions a non-transferable and non-exclusive License to use the Service and accompanying Data, as detailed in Schedule One. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. Where required, The Company will collect those taxes on behalf of taxing authority and remit those taxes to taxing authorities. License fees are due within 30 days from the date of the invoice. In the event that payment is not made, Geolytix shall have the absolute right to cancel your account.
7. **End User and Permitted Use.** This License is granted to the person or organisation specified in the Licence schedule (The Licensee) and does not include any holding, sister or subsidiary company. This License permits you to:
 - (a) use The Service and accompanying Data on one or more computers as specified in your License Schedule

- (b) use The Service and accompanying Data for personal non-commercial use, or for the internal administration and running of your business, and for any other use expressly indicated in the License Schedule;

8. RESTRICTIONS ON USE. You shall NOT:

- (a) use the Data on a number of computers that exceeds the limit specified in the License Schedule
- (b) use, sell, assign, rent, sub-license, loan, mortgage, charge or otherwise deal any way in the Data, or any copy, partial copy, modification or merged portion of the Data or its accompanying documentation except as expressly provided in the License Schedule.

9. Cancellation, Term and Termination.

- (a) You are responsible for cancelling your account. Please contact support@geolytix.co.uk if you wish to cancel your account. If you are signed up to an annual license, then The Company will not automatically renew your account. The Company will get in touch for confirmation of continued use and payment.
- (b) All of your content will be inaccessible from the Service immediately upon cancellation. Within 30 days, all content will be permanently deleted from backups and logs. This information cannot be recovered once it has been permanently deleted. Your content can be transferred to you prior to deletion.
- (c) This Terms of Service commences on the "Effective Date" (initial delivery date of the software) and expires 12 months following this date. Either party may terminate this Terms of Service: (a) if the other party fails to cure any material breach of this Terms of Service within 30 days after written notice of such breach (b) if the other party ceases operation without a successor; (c) in order to comply with applicable laws, regulations, or requests of governmental entities; or (d) if the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days). Unless otherwise specified herein, termination is not an exclusive remedy and the exercise by either party of any remedy under this Terms of Service will be without prejudice to any other remedies it may have under this Terms of Service, by law, or otherwise.

10. Feature changes and development.

- (a) The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service. 30 days notice will be given for any feature to be discontinued, unless you are happy for its immediate removal.
- (b) The Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

11. Copyright and Content Ownership.

- (a) All content uploaded on the Service must comply with UK copyright law, and for 3rd party data you must have appropriate use rights.
We claim no intellectual property rights over the material you provide to the Service. All materials uploaded remain yours.
- (b) The Licensee agrees that all Intellectual Property Rights and other proprietary rights of Geolytix shall remain the property of Geolytix. In the event that the Licensee becomes aware of any un-authorised use or infringement of the Intellectual Property Rights in Geolytix Data the Licensee shall forthwith notify Geolytix and shall give Geolytix all reasonable assistance in bringing or defending any claim in connection with the Intellectual Property Rights.

- (c) The look and feel of the Service is copyright © GEOLYTIX Ltd. All rights reserved. The copyright and all rights of ownership of GEOLYTIX Data remain with Geolytix. Licensing the Data does not represent a transfer of ownership. Neither is copyright transferred to the Licensee. Any hard copies or other information derived by the Licensee using the licensed Data should bear the relevant copyright notice. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.

12. General Conditions

- (a) Your use of the Service is at your sole risk. The service is provided on an “as is” and “as available” basis.
- (b) Technical support is provided via email at support@geolytix.co.uk.
- (c) You understand that the Company uses a hosting partner to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
- (d) The Service may contain Third Party Code, including components subject to the terms and conditions of “open source” software licenses (“Open Source Software”). Open Source Software may be identified in the Documentation, or in a list of the Open Source Software provided to you upon your written request. To the extent required by the license that accompanies the Open Source Software, the terms of such license will apply in lieu of the terms of this Terms of Service with respect to such Open Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.
- (e) You must not modify, adapt or hack the Service. You must not modify another website so as to falsely imply that it is associated with the Service or the Company.
You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.
- (f) We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party’s intellectual property or these Terms of Service.
- (g) We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service customers. Of course, we’ll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

- 13. Limited Warranty.** GEOLYTIX warrants to you that for a period of 30 days from Delivery the Service shall operate in substantial conformity with the Documentation. GEOLYTIX sole liability (and your exclusive remedy) for any breach of this warranty shall be, in GEOLYTIX sole discretion, to use commercially reasonable efforts to provide you with an error-correction or workaround which corrects the reported non-conformity, or if GEOLYTIX determines such remedies to be impracticable within a reasonable period of time, to refund the license fee paid. GEOLYTIX shall have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period.

- 14. Disclaimer.** The Company does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.

- (a) You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the service.

- (b) Geolytix will supply the Licensee with the most up to date Data available at the time of supply, but gives no warranty or representation that such information will not become obsolete or incorrect over any period of time. Neither does Geolytix warrant that the Data in its possession is complete, accurate, reliable or exhaustive. Geolytix makes no warranties or representations as to the suitability of the Data for any particular use or purpose or its value.
- (c) Data is provided for the information of the Licensee only and Geolytix accepts no liability whatsoever (whether in respect of its negligence or otherwise) to any other person. Geolytix makes no warranties, either express or implied, with respect to the Data, its quality, performance, or fitness for any particular use, save that it has the agreement of any third party data suppliers to include their material in the Data. Although Geolytix has applied care and professional attention to the production and delivery of the Data, the Data are licensed "as is" and with all faults. Geolytix exclude warranties of any kind, express or implied, to the extent permissible by law. In no event shall their liability exceed the price of the license fee. Nothing in this Agreement shall exclude or restrict either party's liability for death or personal injury resulting from the negligence or willful action of it or its employees while acting in the course of their employment or arising from a breach of any statutory or other duty where such limitation is prohibited by law.

15. Support and Maintenance. Subject to the terms and conditions of this Terms of Service, including payment of any applicable fees, GEOLYTIX shall provide support and maintenance services for the Software for the licence period pursuant to GEOLYTIX Support and Maintenance Service Level Agreement.

16. Confidential Information. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains from the disclosing party constitute the confidential property of the Disclosing Party, provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure.

The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party).

17. Force Majeure. Neither party shall be liable to the other for any delay in or failure of performance of its obligations under this Agreement arising from any cause beyond its reasonable control, including (without limitation) war, fire, explosion, civil commotion, flood, Act of God, governmental act, failure in information technology or telecommunications services, failure of a third party (including failure to supply Data) and industrial action.

18. Governing Law. This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the non-exclusive jurisdiction of the English courts.

The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and the Company and govern your use of the Service, superceding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).