

## Terms of service

Welcome to Pro.getwemap.com. This website, Pro.getwemap.com (the “Site”), is owned and operated by MAAAP SAS (“Wemap”, “We” or “Us”), a Société par Actions Simplifiée (SAS) incorporated under the laws of France. The purpose of this site is to provide map publishing products and services. By using the Site or any services provided on the Site (collectively, “Services”), you acknowledge that you have read, understood, and agree to be bound by the following terms of service and any future modifications to this agreement (collectively, the “Terms”). If at any time you do not agree to all these Terms, please immediately terminate your use of the Services. You, on your own behalf and on behalf of your company, acknowledge that these Terms are binding and enforceable on you and your company (collectively, “You” or “Subscriber”).

### Using Wemap Pro

Before using the Services, you must register for a Wemap Pro account (the “Account”).

Registering for a Wemap Pro Account means you can use the Site and Services, for both commercial and non-commercial purposes.

You must adhere to all policies posted within the Services and all accompanying documentation. All such policies are hereby incorporated by reference into these Terms.

As a condition of your use of the Services, you warrant to Wemap that you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions, or notices. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party’s use and enjoyment of the Services. You agree to comply with all local rules regarding online conduct and acceptable content.

You are solely responsible for any and all acts and omissions that occur under your Account or password, and you agree not to engage in unacceptable use of the Services, which includes, without limitation, use of the Services site to: (i) disseminate or transmit material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious; (ii) disseminate, store, or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person; (iii) create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (iv) export, re-export, or permit downloading of any content in violation of any export or import law, regulation, or restriction of the United States and its agencies or authorities, or without all required approvals, licenses, or exemptions; (v) interfere, disrupt, or attempt to gain unauthorized access to other accounts or any other computer network; (vi) disseminate, store, or transmit viruses, trojan horses, or any other malicious code or program; or (vii) engage in any other activity deemed by Wemap to be in conflict with the spirit or intent of these Terms.

You agree to indemnify and hold harmless Wemap and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of content you submit, post to, or transmit through the Services, your use of the Services, your violation of these Terms, or your violation of any rights of another.

The Site allows you to access and view a variety of content, including but not limited to map data, and

other related information provided by Wemap and its licensors. You understand and agree to the following with respect to all content made available by or through the Site:

- You understand that map data and related content are provided for planning purposes only.
- You may find that events may cause the actual information to differ from the map results.
- You should exercise judgment in your use of all content made available by or through the Site.

Certain content is provided under license from third parties, and is subject to copyright and other intellectual property rights owned by or licensed to such third parties. You may be held liable for any unauthorized copying or disclosure of this content. You understand that when using the Site you will be exposed to user submissions and other third party content from a variety of sources (“Non-Wemap Content”), and that you may be exposed to Non-Wemap Content that is inaccurate, offensive, indecent, or otherwise objectionable. We do not endorse any Non-Wemap Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will Wemap be liable in any way for or in connection with the Non-Wemap Content, including, but not limited to, for any inaccuracies, errors, or omissions in any Non-Wemap Content, any intellectual property infringement with regard to any Non-Wemap Content, or for any loss or damage of any kind incurred as a result of the use of any Non-Wemap Content posted, emailed, or otherwise displayed or transmitted through the Site.

Wemap reserves all rights not expressly granted to you. The use of the Site, including its software, services, maps, and other content, is licensed only to you and may not be transferred to anyone without the prior written consent of Wemap. Any authorized transferee shall agree in writing to be bound by the terms and conditions of these Terms. In no event may you copy, loan, rent, time-share, sublicense, assign, transfer, lease, sell or otherwise dispose of the Wemap Site’s software, maps, or other content on a temporary or permanent basis except as expressly provided herein. These Terms shall benefit Wemap and its successors and assigns. You may not, or permit any third party to, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code from the Site’s software. All logos and product names appearing on or in connection with the Site are proprietary to Wemap or its licensors and/or suppliers. You agree never to remove any proprietary notices or product identification labels from the Site’s software, maps, and other content, if applicable. The limited license granted above terminates automatically, without notice to you, if you breach any of these Terms. Upon termination of the limited license, you agree to immediately destroy any downloaded or printed materials from the Site, including software, maps, and other content.

### **Your content**

You retain ownership of all content that You contribute to the Services, but in order to provide the Services hereby grant Wemap a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. On termination of Your membership to the Site and use of the Services, Wemap shall make all reasonable efforts to promptly remove from the Site and cease use of the content; however, You recognize and agree that caching of or references to the content may not be immediately removed. You warrant, represent, and agree You have the right to grant Wemap the rights set forth above.

All other materials displayed or performed on the Site, including, but not limited to text, graphics,

maps, logos, tools, photographs, images, illustrations, software or source code, audio and video, and animations are the property of Wemap and/or third parties and are protected by United States and international copyright laws.

### **About these terms**

We reserve the right to modify, add, or delete portions of or otherwise change these Terms at any time without notice to you by posting the changed Terms on the Site. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after the posting of changes constitutes your binding acceptance of such changes. If any term in this agreement is not enforceable for any reason, other terms will not be affected. Headings are for convenience only and have no legal or contractual effect.

### **Charges and payment**

Some of the Services require payment. You agree that Wemap shall be permitted to charge your credit card on an ongoing basis in advance of providing its services or as needed for prepayments for your subscription fee, any applicable sales taxes, and any other charges you may incur in connection with your use of Wemap Services. The subscription fee is billed in full on the first day of each billing period, unless and until you cancel your subscription.

If your Account exceeds the number of map views allowed by your plan, overage fees may be charged at the end of your billing period. Overage rates vary by plan. You agree to pay overage fees for all billable usage including, but not limited to, requests that result from unexpected traffic and from Distributed Denial of Service (DDoS) attacks.

We are not responsible for any additional bank fees, interest charges, finance charges, over draft charges, or other fees resulting from charges billed by Wemap. Currency exchange settlements will be based on agreements between you and the provider of your credit card.

All charges are non-refundable unless expressly stated otherwise, or otherwise provided by applicable law. The costs of any returns if permitted will be at your expense, unless otherwise provided by applicable law.

We reserve the right to change our fees, but will notify you in advance of increases.

### **Account Cancellation or Suspension**

Wemap may cancel or suspend your Account for any reason by providing you thirty days advance notice. You may cancel at any time, no notice needed. Upon cancellation or suspension, your right to use the Services will stop immediately. You may not have access to data that you stored on the Site after we cancel or suspend your Account. You are responsible for backing up your data that you use with the Services. If we cancel your Account in its entirety without cause, we will refund to you on a pro-rata basis the amount of your payment corresponding to the portion of your service remaining right before we cancelled your Account.

### **Disclaimers**

“As Is,” “As Available” and “With All Faults.” YOU EXPRESSLY AGREE THAT THE USE OF THE

SITE IS AT YOUR SOLE RISK. THE SITE AND ITS SOFTWARE, SERVICES, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE, ARE PROVIDED ON AN “AS IS” “AS AVAILABLE”, “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

**No warranties.**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WEMAP DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEMAP OR THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

**Website Operation and Non-Wemap Content.**

WEMAP DOES NOT WARRANT THAT THE SITE, INCLUDING ANY SOFTWARE, SERVICES, MAPS, OR CONTENT OFFERED ON OR THROUGH THE SITE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

**Accuracy.**

WEMAP DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

**Harm to Your Computer.**

YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT THROUGH THE SITE (INCLUDING RSS FEEDS) OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

**Jurisdiction.**

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY

CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

### **Limitation of Liability and Damages**

#### **Limitation of Liability.**

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL WEMAP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SITE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE, EVEN IF WEMAP OR A WEMAP AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **Limitation of Damages.**

IN NO EVENT SHALL THE TOTAL LIABILITY OF WEMAP OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100 USD) OR FEES PAID IN THE PRECEDING TWELVE (12) MONTHS.

#### **Reference Sites.**

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SITE OR OTHERWISE BY THIRD PARTIES OTHER THAN WEMAP AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU THROUGH ANY THIRD PARTY SITES.

#### **Claim Period.**

YOU AND WEMAP AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF THESE TERMS OR RELATED TO WEMAP MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

## **Additional Terms**

These Terms shall be governed by and construed in accordance with the laws of France without giving effect to any principles of conflicts of law. You agree that any action at law or inequity arising out of or relating to these Terms or Wemap shall be filed only in the Paris Tribunal de Commerce and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts for the purposes of litigating any such action. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Wemap to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If any provision of these Terms shall be 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. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Wemap as a result of these Terms or use of Wemap. You further acknowledge no confidential, fiduciary, contractually implied, or other relationship is created between you and Wemap other than pursuant to these Terms.