

GEOVIEW TERMS OF USE

Your acceptance of these Terms is required in order for you to access and use the GeoView Solution. By registering with GeoView, or by using the GeoView Solution in whole or in part, you are entering into a legally binding agreement with us.

[HOME](#)[ABOUT](#)[EDITIONS](#)[INDUSTRIES](#)[TUTORIALS](#)[SUPPORT](#)

mechanisms. Your continued use of and access to the GeoView Solution after notice of such modifications indicates your acceptance of, and your agreement to, the modified Terms. If you violate any of these Terms, your permission to use the GeoView Solution automatically terminates, unless such violation is corrected in writing in our sole discretion.

You acknowledge that use of the GeoView Solution requires connection to, and data transfers over, the network and therefore may impact network performance imposed by your wireless operator or other service provider. It is your responsibility to obtain at your cost all equipment, software and internet access to use the GeoView Solution.

DEFINED TERMS

“Software”: GeoView Server, GeoView WebClient, GeoView Desktop StandAlone, GeoView for AutoCAD (and its verticals) and GeoView Mobile.

“Commercial Use”: any commercial activity, including: (a) charging for access to the Service or Content or for the Service’s functionality or for the use of the Service in any commercial website or application or in support of any commercial for-profit activity, or in support of the operation of a commercial enterprise.

business; and (c) emulating or framing the Service and passing it off as your own.

“Content”: images, maps, photos, video, audio, documents, edits, variations, layers, notes, messages, polls, queries, posts, comments, sign and any other text, content, information or data, including Metadata, created, derived from or accessible via use of the GeoView Solution, by and to GeoView Users, including any of the foregoing provided by a GeoView User or by us.

“GeoCrew”: GeoCrew bvba, a private limited liability company under the laws of Belgium. In these Terms, GeoCrew is referred to by “us”, “we”

“GeoView Solution”: the Software, the Sites and the Services.

"GeoView User": you or any other user of the GeoView Solution.

“Metadata”: data and information associated with or related to Content, including numerical latitude or longitude or similar coordinates, in or out of images and video’s or any other medium (such as without limitation street signs, landmarks, building names, etc.), and data generated by or for the Content (such as without limitation geolocation, time and date, network and system information, precision, quality, etc.).

“Services”: the services, features, application programming interfaces (APIs), and functionality accessible via use of the GeoView solution, provision, modification, display, and management of Content.

"Terms": these Terms of Use, the GeoView EULA, and the GeoView Privacy Policy, as may be modified from time to time.

“You” or “your”: the individual using the GeoView Solution, or clicking “accept” or “agree” where indicated, and thereby becoming bound by company or other legal entity represented by such individual, or for whom such individual uses the GeoView Solution, and all affiliates the

1. ACCESS AND LICENSED RIGHTS

1.1 GeoView Solution Access. Subject to your compliance with these Terms, we hereby grant to you, solely for your own Use: (a) access to the GeoView Solution and (b) rights to Content displayed by us under license terms that we specify from time-to-time .

Access and rights to the Software are as set forth in the end user license terms made available on the Software distribution site or service.

the terms of use/service applicable to such distribution sites or services. Breach of such license terms will result in automatic termination of GeoView Solution and Content, unless waived by us in writing in our sole discretion.

2. TERMS APPLICABLE TO CONTENT

2.1 Specific Prohibited Uses. You will not (a) use the GeoView Solution in a manner that gives you or any other person access to mass download Content, including Metadata; (b) delete, obscure, or in any manner alter any message, warning or link that appears in the GeoView Solution or Content in whole or in part with any products, systems, or applications for or in connection with (i) real-time navigation including but not limited to turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device; or (ii) any automatic or autonomous control of vehicle or device behavior; or (d) use the GeoView Solution or Content to create a database of place information, except as expressly permitted by us as described on the Site.

2.2 Propriety of Content. All Content, whether publicly posted on or privately transmitted within private groups, is the sole responsibility of the user to which such Content originated. No GeoView User will transmit Content or otherwise conduct or participate in any activities on or via the GeoView Solution, which, in our sole judgment, is likely to be prohibited by law, or is violative or in breach of third party rights in any applicable jurisdiction, including without limitation libel and defamation, encryption of software, the export of technology, the transmission of obscenity or the permissible uses of intellectual property, upload, download, display, perform, transmit, or otherwise distribute any Content, or otherwise engage in any activity in connection with the GeoView Solution that is hateful, offensive, libelous, defamatory, obscene, abusive, pornographic, lewd, erroneous, stalking, or threatening; (b) advocates or encourages conduct that constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (c) infringes the intellectual property rights of any party, including rights to the use of name and likeness, or violation of a right of privacy; (d) creates or disseminates incorrect, misleading, or deceptive information, including without limitation by impersonating others or by otherwise misrepresenting identity or affiliation; or (e) divulges other people's private or personally identifiable information without their express authorization and permission. You represent and warrant that the Content you submit is accurate and not misleading to the best of your knowledge, is not confidential or privileged, and is not in violation of any applicable law. In our sole discretion, we may terminate the Services as to any Content that we believe in our sole judgment is not in compliance with these Terms. We may disclose Content if required to do so by law or judicial or governmental mandate or as reasonably determined useful by us to protect the GeoView Solution, GeoView Users and/or the public.

2.3 Use of Content. Each GeoView User, by using the GeoView Solution, may be exposed to Content that is offensive, indecent, objectionable, or otherwise erroneous. Each GeoView User must evaluate, and will bear all risks associated with, the use of any Content, including any reliance on the

completeness, or usefulness of such Content. We may refuse or delete any Content, including Content of which we become aware that fa Services, is in breach of these Terms, is otherwise contrary to law, or is otherwise inappropriate in our discretion. We do not guarantee th of any Content. Under no circumstances will we be liable in any way for any Content, including, but not limited to, liability for any errors, in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content. We will have no obligation or liability to maintain, store, or license Content, protect and maintain Content owners' intellectual property rights, or to enforce these Terms. You hereby claims you may have against us arising or resulting from use or misuse of Content or your inability to effectively use Content, your failure or for any act, omission, or conduct of any GeoView User.

2.4 Third Party Sites. The GeoView Solution, GeoView Users, or a third party may provide links to other websites or login access via such I construed as an endorsement, sponsorship, or affiliation by us. We exercise no control over such other websites and web-based resource liable for the availability thereof or the content, advertising, products or other materials thereon. We will not be responsible or liable, direct damage or loss incurred or suffered by any user in connection such other sites and resources.

3. SOLUTION INTEGRITY

3.1 Prohibited Uses. You will not use the GeoView Solution in any manner that could damage, disable, overburden, or impair any GeoView network(s) connected to any such server, or interfere with any other party's use and enjoyment of the GeoView Solution, including without altering Content posted by others except via normal and intended operation of the Software. You may not attempt to gain unauthorized computer systems or networks connected to any of our servers, including through hacking, password mining or any other means, or exploit the GeoView Solution.

You are prohibited from violating or attempting to violate any security features of the GeoView Solution, including, without limitation, (a) a intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vuln Solution, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfere with Services to any GeoView User, user, host, or network, including, without limitation, by means of submitting a virus to the Site or Servi "spamming," "mail bombing," or "crashing"; (d) using the Site or Service to send unsolicited email or messages, including, without limitation advertisements for products or services; (e) publishing or linking to malicious Content intended to damage or disrupt another GeoView U to compromise a GeoView User's privacy or anonymity; (f) forging any TCP/IP packet header or any part of the header information in any e accessing or tampering with non-public areas of the Site or Service, our computer systems, or the technical delivery systems of our provic

searching or attempting to access or search the GeoView Solution by any means (automated or otherwise) other than through the current interfaces that are provided by us (and only pursuant to these Terms), unless you have been specifically allowed to do so in a separate agreement linking to the Site for any purpose (ie, posting a link to a Site web page other than the home page) except as otherwise expressly permitted. We will not remove or obscuring any form of advertising or displayed via the GeoView Solution.

3.2 No Harvesting or Crawling. You will not engage in harvesting or other collection of information about other GeoView Users, including email addresses, without the prior and each such GeoView User's prior written consent. You agree not to "crawl" the GeoView Solution or use or launch any automated program or tool, without limitation, "robots", "spiders", etc. that accesses the GeoView Solution or pulls Content therefrom (other than those used by public search engines) for the purpose of creating publicly available searchable indices.

3.3 No Framing. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site. The Site and Services are for your own Use only, except as may otherwise be agreed by us in a separate signed writing. Without limitation, foregoing, you will not publish, distribute or transmit to the general public via any medium, whether via print, online, or otherwise, the Content or Services, except through the Site or as otherwise authorized by these Terms or by us, you will not engage in "framing," "mirroring," or other practices that alter the appearance or function of the GeoView Solution, and you will not send messages purporting to be from us. You will not remove or attempt to remove any trademark or other proprietary rights notices contained in or on the Site or associated with the Services, including ours and our licensors' trademarks.

3.4 Notifications to Us. If you believe that you are entitled or obligated to act contrary to these Terms under any mandatory or applicable law, you must provide us with detailed and substantiated explanation of your reasons in writing at least thirty days before you so act, to allow us to assess whether we should exercise our discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

3.5 Notifications to You. For purposes of service messages and notices about the Services to you, we may place a banner notice across the Site regarding certain changes such as modifications to these Terms. Alternatively, notice may consist of an email from us to an email address associated with your account if we have other contact information. You also agree that we may communicate with you in relation to your account and otherwise in relation to your account or through other contact information you have provided to us, including email, mobile number, telephone, or delivery service. You acknowledge and agree that we will have no liability associated with or arising from your failure to maintain accurate contact information, including, but not limited to, your failure to receive critical information about the Software. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

3.6 Network Security Risks. Because no online system is perfectly secure or reliable, the internet is an inherently insecure medium, and the services, internet intermediaries, your internet service provider, and other service providers cannot be assured, you accept security risks from your use of the GeoView Solution, and the responsibility for choosing to use a technology that does not provide perfect security or reliability.

4. DISCLAIMER OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNIFICATION

4.1 Disclaimer. EACH GEOVIEW USER'S USE OF THE GEOVIEW SOLUTION AND CONTENT IS AT HIS OR HER SOLE RISK. THE GEOVIEW SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND WE ASSUME NO RESPONSIBILITY FOR THE ACCURACY, CURRENCY, TIMELINESS OR FAILURE TO STORE OR DISPLAY ANY CONTENT, GEOVIEW USER COMMUNICATIONS, PERSONALIZATION SETTINGS, OR OTHER INFORMATION. GEOVIEW USER IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO HIS OR HER COMPUTER SYSTEM AND WE WILL HAVE NO LIABILITY FOR ANY LOSS OF OPPORTUNITY, REVENUE, ADVANTAGE, INFORMATION OR DATA THAT RESULTS FROM USE OF THE GEOVIEW SOLUTION OR CONTENT. TO THE MAXIMUM POSSIBLE UNDER APPLICABLE LAW, **WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.** We make no warranty that (a) the GeoView Solution will meet your requirements, goals or needs, (b) GeoView Solution access will be uninterrupted, free, or (c) any errors or deficiencies in the GeoView Solution will be corrected. Further, scheduled and preventive maintenance, required work, or disruption of services from internet service and hosting providers, may interrupt the functioning of or access to the GeoView Solution.

4.2 Liability Limitation. EXCLUDING ONLY DAMAGES ARISING OUT OF OUR LIABILITY FOR OUR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE OR ANY OTHER LOSS FOR WHICH WE CANNOT LAWFULLY EXCLUDE LIABILITY, WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE, PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR INABILITY TO USE THE GEOVIEW SOLUTION; THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES; UNAUTHORIZED DISPLAY, ACCESS TO OR DELETION OR ALTERATION OF INFORMATION OR DATA; STATEMENTS OR CONDUCT OF ANY THIRD PARTY; OR ANY OTHER MATTER RELATING TO US, OR THE GEOVIEW SOLUTION. ONLY OUR LIABILITY FOR OUR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY OUR NEGLIGENCE, OR ANY OTHER LOSS FOR WHICH WE CANNOT LAWFULLY EXCLUDE LIABILITY, ANY LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED IN THE AGGREGATE TO THE GREATER OF €5.000 OR THE ACTUAL AMOUNT OF LOSS. These limitations and exclusions apply to the maximum extent permitted by applicable law.

4.3 Indemnification. You agree to defend, indemnify, release and hold harmless us, our suppliers, and all officers, directors, employees, contractors and representatives of any of the foregoing (collectively "Protected Parties") in full from and against any and all claims (including third party claims) for which we or any of our Protected Parties may become liable, including reasonable attorneys' fees and costs, arising out of or in connection with the use of the GeoView Solution.

and/or costs of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in connection with (a) your unauthorized access to or use of, the GeoView Solution, (b) your breach of these Terms, (c) your conduct on or through the GeoView Solution, (d) your infringement, or infringement by any other user of your account, of any intellectual property rights or other rights of any person or entity. If you have a dispute with one or more GeoView Users, you hereby release the Protected Parties from claims, demands and damages (actual, compensatory, consequential or punitive), costs or expenses (reasonable attorneys' fees, costs and expenses, disbursements and out of pocket costs) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, foreseeable and unforeseeable, arising out of or in connection with such disputes.

FOR CALIFORNIA, USA RESIDENTS: You further agree that these Terms waive and release any claims that would otherwise be preserved by the California Civil Code, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." You understand and agree to release us from all claims, whether known or unknown to you, and whether or not you suspect that those claims may exist at this time.

5. GENERAL PROVISIONS

5.1 Force Majeure. Except for obligations to pay money hereunder, no delay, failure or omission by either party to carry out or observe or will give rise to any claim against such party or be deemed to be a breach of this Agreement if and for as long as such failure or omission is due to the reasonable control of that party.

5.2 Service Discontinuance/Modification. We may from time to time modify or discontinue access to, temporarily or permanently, the Soli (or any part, feature, or functionality thereof, as well as internal rules of operation, eligibility, pricing, gamification, visibility to or accessibility aspects). We will not be liable for any such modification, suspension or discontinuance, even if certain features or functions, your settings have contributed or have come to rely on, are permanently lost.

5.3 License Termination. We may terminate your or any other GeoView User's license for cause, including without limitation for: (a) violation of GeoView resources or any attempt to gain unauthorized entry to the GeoView Solution; (c) use of the Solution or any Service in a manner inconsistent with the purpose of the Services; (d) such GeoView User's request for such termination; or (e) requirements of or for failure to comply with applicable law, regulatory or governing agency order, or ethical requirements. We may in addition terminate the availability of the GeoView Solution for our own business if we decide to cease being in the business of providing it. Our termination of any GeoView User's license to the GeoView Solution may be without notice. Upon termination, we may immediately deactivate or delete any GeoView User's license, and/or bar any further access to the Software and Services.

any termination of GeoView User's access to the Software or Services. After license termination, you will not attempt to apply for a new lic

5.4 US Government Restricted Rights. Services are provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the U.S. Govern as set forth in applicable laws and regulations. Use of the Solution and related materials by the U.S. Government constitutes acknowledgr

5.5 Trademarks. You are granted no right, title or license to any third party trademarks by these Terms, or to any of our trademarks or ser right, title and interest in and to our trademarks, servicemarks, trade names, trade dress, domain names, and similar identifiers, including

5.6 US DMCA. If you believe that your work has been copied and is accessible via the GeoView Solution in a way that constitutes copyright States, you may notify us by providing our copyright agent with the following in writing: (a) identification of the copyrighted work that you (identification of the material that is claimed to be infringing and information reasonably sufficient to permit us to locate the material; (c) y number, and email address; (d) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyri law; and (e) a statement, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyri to act on the copyright owner's behalf. The above writing must be electronically or physically signed by you. If we receive such a claim, we or terminate a GeoView User's license in accordance with these Terms.

Our designated agent to receive notification of claimed infringement under the Digital Millennium Copyright Act of 1998 (GeoView DMCA contact@geoview.be. In addition to forwarding your notice to the person who provided the allegedly illegal Content, we may send a copy (personal information removed) to Chilling Effects (<https://chillingeffects.org/>) for publication and/or annotation. A link to your published n of the removed Content. We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at o appropriate circumstances, we will also terminate a GeoView User's license if the GeoView User is determined to be a repeat infringer.

5.7 Governing Law. These Terms, the GeoView Solution, Content, and any disputes related to or concerning any of the foregoing (includin claims, and whether pre-contractual or extra-contractual), will be governed by and settled in accordance with the laws of Belgium, notwith rules of any jurisdiction to the contrary. You agree that regardless of any statute or law to the contrary, any claim or cause of action arisin Terms or the GeoView Solution, must be filed within (six) 6 months after such claim or cause of action arose, or be forever barred.

5.8 Dispute Resolution. Any disputes between or claims brought by you or us arising out of or related to these Terms, the GeoView Soluti contract claims, and whether pre-contractual or extra-contractual, as well as the arbitrability of any disputes) will be referred to and finally

before the International Court of Arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce (“ICC” arbitration except as inconsistent with this section. The arbitration will be conducted by telephone, on-line and/or based solely upon written person appearance is required. If in-person appearance is required, such hearings will be held in Ghent, Belgium unless another location is agreed by the parties. In all such cases, the arbitration will be administered by the ICC in accordance with their applicable rules. The arbitrator will apply the law of Belgium as set forth in section 5.7 above. All awards may if necessary be enforced by any court having jurisdiction. The existence of any dispute, the existence or non-existence of a proceeding, and all related documents, materials, evidence, judgments and awards therein, will be kept confidential. Except as required by law, no public announcements with respect to the proceeding or the award, except as required to enforce same. The parties hereby waive the right to only bring claims in an individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. Nothing in this section will preclude the right and ability to file and maintain at any time an action for recovery of injunctive or provisional relief in a court of competent jurisdiction under the laws applicable thereto. All claims (excluding requests for injunctive or equitable relief) between the parties to the arbitration in accordance with this section. Should either party file an action contrary to this section, the other party may recover lawyers’ fees and costs. If the party seeking the award has notified the other party in writing of the improperly filed claim, and the other party has failed to withdraw the claim, the other party shall be liable for the costs of the arbitration.

5.9 Assignment. These Terms will not be assigned, delegated, or transferred by you, in whole or in part, whether voluntary, involuntary, by operation of law, dissolution, sale of assets, or otherwise, without our prior written consent. Any such purported assignment, delegation or transfer without our consent shall be void. We may at any time assign these Terms without prior consent or notice. These Terms will be binding on, and inure to the benefit of, you and your respective and permitted successors and assigns.

5.10 Injunctive Relief. You acknowledge and agree that breach of these Terms, or any unauthorized use, disclosure or distribution of the GeoView Solution, will cause irreparable harm to us, the extent of which would be difficult to ascertain, and that we will be entitled to seek immediate injunctive relief (including all available remedies), in any court of competent jurisdiction under the applicable laws thereto.

5.11 Belgium-Based Solution. The GeoView Solution is controlled by GeoCrew bvba from its offices in Belgium. We make no representation that the GeoView Solution is appropriate for use in other jurisdictions. Your use of or access to the Solution will not be construed as our purposefully availing ourselves of the privileges of doing business in any other country, state or jurisdiction other than Belgium.

5.12 General. The Terms constitute the entire agreement between us and govern each GeoView User’s use of the GeoView Solution, superseding all other agreements. Each GeoView User may be subject to additional terms and conditions that may apply when that GeoView User uses affiliate or third party software. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the remaining provisions of the Terms shall remain in full force and effect.

endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. No provision of these Terms will be deemed a further waiver or continuing waiver of such provision or any other provision, and our failure to enforce any provision under these Terms will not constitute a waiver of such right or provision. Nothing herein will be deemed to create an agency, partnership, joint venture, employer or franchisor-franchisee relationship of any kind between us and any user or other person or entity, nor do these terms extend to any other person or entity. The parties hereto confirm that they have requested that these Terms and all attachments and related documents, if any, be drafted in English.

end of Terms

=== (v1, Effective Date: September 6th, 2015)

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