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# Terms and Conditions of Use

PLEASE READ THE FOLLOWING TERMS OF SERVICE CAREFULLY. IT SETS OUT THE TERMS THAT WILL APPLY BETWEEN YOU AND TheMAPP LIMITED FOR YOUR USE OF THE MAPP WEBSITE.

## **MAPP Terms of Service**

Thank you for using MAPP. These terms of service (the "**Terms**") govern your access to and use of TheMAPP ("**we**" or "**our**") websites and services (the "**Services**"), so please carefully read them before using the Services.

**By using the Services you agree to be bound by these Terms.** If you are using the Services on behalf of an organisation, you are agreeing to these Terms for that organisation and promising that you have the authority to bind that organisation to these terms. In that case, "you" and "your" will refer to that organisation.

You may use the Services only in compliance with these Terms. You may use the Services only if you have the power to form a contract with TheMAPP and are not barred under any applicable laws from doing so. The Services may continue to change over time as we refine and add more features. We may stop, suspend, or modify the Services at any time without prior notice to you. We may also remove any content from our Services at our discretion.

## **Your Information & Your Privacy**

By using our Services you provide us with information that you submit to MAPP (together, "your information"). You retain full ownership to your information. We don't claim any ownership to any of it. These Terms do not grant us any rights to your information or intellectual property except for the limited rights that are needed to run the Services, as explained below.

We may need your permission to do things you ask us to do with your information, for example, hosting your files, or sharing them at your direction. This includes product features visible to you, for example, image thumbnails or document previews. It also includes design choices we make to technically administer our Services, for example, how we redundantly backup data to keep it safe. You give us the permissions we need to do those things solely to provide the Services. This permission also extends to trusted third parties we work with to provide the Services including the provider of our storage space (again, only to provide the Services).

To be clear no matter how the Services change, we won't share your content with others, including law enforcement, for any purpose unless you direct us to. How we collect and use your information generally is also explained in our Privacy Policy.

You are solely responsible for your conduct, the content of your information, and your communications with others while using the Services. For example, it's your responsibility to ensure that you have the rights or permission needed to comply with these Terms.

We may choose to review public content for compliance with our community guidelines, but you acknowledge that TheMAPP has no obligation to monitor any information on

the Services. We are not responsible for the accuracy, completeness, appropriateness, or legality of files, user posts, or any other information you may be able to access using the Services.

### **Sharing Your Information**

The Services provide features that allow you to share your information with others or to make it public. There are many things that users may do with that information (for example, copy it, modify it, re-share it). Please consider carefully what you choose to share or make public. TheMAPP has no responsibility for that activity.

### **Your Responsibilities**

Files and other content in the Services may be protected by intellectual property rights of others. Please do not copy, upload, download, or share files unless you have the right to do so. You, not TheMAPP, will be fully responsible and liable for what you copy, share, upload, download or otherwise use while using the Services. You must not upload spyware or any other malicious software to the Service.

You, and not TheMAPP, are responsible for maintaining and protecting all of your information. TheMAPP will not be liable for any loss or corruption of your information, or for any costs or expenses associated with backing up or restoring any of your information.

If your contact information, or other information related to your account, changes, you must notify us promptly and keep your information current. The Services are not intended for use by you if you are under 13 years of age. By agreeing to these Terms, you are representing to us that you are over 13.

### **Account Registration, Fees and Refunds**

In order to use the Services, you must register and create an account with TheMAPP on the Site. TheMAPP offers various types of accounts, including a free account and a range of paid accounts. TheMAPP reserves the right to suspend or terminate your account at any time. A valid credit card is required for paid accounts. The Services are billed in advance on a monthly or annual basis and all fees are non-refundable. 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. TheMAPP also reserves the right, at any time, to impose or restructure any fees charged for your use of the Services. TheMAPP will notify you in advance of any changes with respect to fees it chooses to impose. By registering you agree that TheMAPP may identify you as a TheMAPP customer on TheMAPP websites, client lists, press releases, and/or other marketing. You also agree that TheMAPP may publish a brief description highlighting your deployment of the Services.

### **Account Security**

You are responsible for safeguarding the password that you use to access the Services and you agree not to disclose your password to any third party. You are responsible for

any activity using your account, whether or not you authorised that activity. You should immediately notify TheMAPP of any unauthorised use of your account. You acknowledge that if you wish to protect your transmission of data or files to the MAPP service, it is your responsibility to use a secure encrypted connection to communicate with the Services.

## **Software and Updates**

TheMAPP hereby grants you a limited, nonexclusive, non-transferable, revocable license to use the Software, solely to access the Services. Your licence to use the Software is automatically revoked if you violate these Terms in a manner that implicates our intellectual property rights. We hereby reserve all rights not expressly granted in these Terms. You must not reverse engineer or decompile the Software, nor attempt to do so, nor assist anyone else to do so. Our Services may update the Software automatically when a new version is available.

## **TheMAPP Property and Feedback**

These terms do not grant you any right, title, or interest in the Services, Software, or the content in the Services. While we appreciate it when users send us feedback, please be aware that we may use any feedback, comments, or suggestions you send us or post in our forums without any obligation to you. The Software and other technology we use to provide the Services are protected by copyright, trademark, and other laws of both the United Kingdom and foreign countries. These Terms do not grant you any rights to use the MAPP trademarks, logos, domain names, or other brand features.

## **Acceptable Use Policy**

You will not, and will not attempt to, misuse the Services, and will use the Services only in a manner consistent with TheMAPP's Acceptable Use Policy available on request from TheMAPP.

## **Copyright**

TheMAPP respects others' intellectual property and asks that you do too. We will respond to notices of alleged copyright infringement if they comply with the law and are properly provided to us. We reserve the right to delete or disable content alleged to be infringing and to terminate repeat infringers.

## **Other Content**

The Services may contain links to third-party websites or resources. TheMAPP does not endorse and is not responsible or liable for their availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources. Also, if we provide you with any software under an open source license, there may be provisions in those licenses that expressly conflict with these Terms, in which case the open source provisions will apply.

## **Termination**

Though we'd much rather you stay, you can stop using our Services any time. We reserve the right to suspend or end the Services at any time, with or without cause, and with or without notice if you are not complying with these Terms, or use the Services in any way that would cause us legal liability or disrupt others' use of the Services. If we are required to suspend or terminate your use for other reasons unrelated to your use of the Services, we will make best efforts to let you know in advance and help you retrieve data, though there may be some cases (for example, repeatedly or flagrantly violating these Terms, a court order, or danger to other users) where we may suspend immediately.

## **MAPP is Available "AS-IS"**

Though we want to provide a great service, there are certain things about the service we can't promise. For example, THE SERVICES AND SOFTWARE ARE PROVIDED "AS IS", AT YOUR OWN RISK, WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND. WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. TheMAPP will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software.

## **Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL TheMAPP, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, OR PROFITS) DAMAGES, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT TheMAPP HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

## **Modifications**

We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our sole discretion, is material we will notify you (for example via email to the email address associated with your account). Other changes may be posted to our blog or terms page, so please check those pages regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new terms, please stop using the Services.

## **Miscellaneous Legal Terms**

THESE TERMS AND THE USE OF THE SERVICES AND SOFTWARE WILL BE GOVERNED BY ENGLISH LAW EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES. These Terms constitute the entire and exclusive agreement between you and TheMAPP with respect to the Services, and supersede and replace any other agreements, terms and conditions applicable to the Services. These Terms create no third party beneficiary rights. TheMAPP's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable the remaining provisions of the Agreement will remain

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in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights in these Terms, and any such attempt is void, but TheMAPP may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services. TheMAPP and you are not legal partners or agents; instead, our relationship is that of independent contractors.