

Sensat Surveying Ltd

(Registered number 09869690)

TERMS OF USE (Mapp®)

General

Please carefully read and review these terms of use. These terms of use constitute a legal agreement between (A) Sensat Surveying Ltd, a limited liability company registered in England & Wales with registered number 09869690, whose registered address is 30 City Road, London, EC1Y 2AB and whose main trading address is 160 Old Street, London, EC1V 9BP ("**Sensat**") and (B) you in your capacity as ultimate user of Sensat's cloud and online platform, software and/or services, as further set out below. Sensat's VAT number is 229 146 408.

These terms of use, which must be read alongside Sensat's [End User Licence Agreement](#) ("**EULA**"), specifies the terms and conditions under which Sensat allows you to use its cloud and online services (the "**Services**"), including any scripts, applications, content files, software (together, the "**Software**") and the associated documentation (the "**Documentation**").

Depending on the circumstances, additional terms may apply by reference. In the case of a conflict between these terms of use and any additional terms, these terms of use shall prevail. In the case of a conflict between these terms of use and the terms of the EULA, the terms of the EULA shall prevail. We strongly encourage you to read and review the terms of the [End User Licence Agreement](#) carefully.

Sensat reserves the right to update and change these terms of use at any time without notice to you. The amended terms of use will take effect on the date of publishing. You are responsible for reviewing these terms of use on a regular basis to make sure you are still in agreement to comply with them. By using or accessing or continuing to use or access the Services after amendments or updates have been made to these terms of use, you are agreeing to accept those changes and be bound by them. You may be asked to re-acknowledge and re-accept these terms of use following any material changes.

Important

By using the Services, you are confirming your complete and unconditional acceptance of the terms and conditions set out in these terms of use and in the EULA and agree to be bound by both these terms of use and the EULA.

If you do not agree to the terms and conditions of these terms of use and/or those of the EULA, you may not use the Services.

1. Use of Services, Software and Documentation

1.1. Principle

Subject to your compliance with the terms of both these terms of use and the EULA and subject at all times to the restrictions set out below, Sensat grants you a non-exclusive, non-transferable, non-assignable and non-sublicensable right to use the Services, the Software as well as the Documentation.

1.2. Restrictions

(a) You shall not use the Services for any purpose other than those they were designed for and agree to use the Services only for lawful purposes.

In particular, and without limiting the generality of the foregoing or the terms of the EULA, you may not, and shall procure that any of your employees, officers, agents or representatives shall not:

- make copies of the Services and/or the Software (or any part thereof);
- modify the Services and/or the Software or separate out any of its components thereof for use with other services or software;

- use the Services and/or the Software, or any part thereof, to create derivative or composite works;
- transfer, lend, loan, lease, rent, sell, distribute, sub-licence or otherwise share the Services and/or the Software, or any part thereof, to another person;
- without the written authorization of Sensat, install the Services and/or the Software, or any part thereof, on servers for remote-access (whether online, cloud-based or other) or for use through the command line interface;
- decompile, disassemble, or otherwise reverse engineer or attempt to discover the source code or any underlying proprietary information of the Services and/or the Software;
- circumvent any limitation or copy protection technology that may be included in the Services and/or the Software, including features that limits use of the Services and/or the Software;
- use the Services and/or the Software in any way that violates any applicable federal, state, local, or international law or regulation or in connection with any unlawful, illegal, fraudulent or harmful purpose of activity;
- use the Services and/or the Software in any way that causes, or may cause, damage to the Services and/or the Software or impairment of the availability or accessibility of the Services and/or the Software;
- attempt to disable, impair, overburden or destroy the Services; or
- assist or allow anyone to do anything that these terms of use prohibit you from doing.

(b) You shall use all reasonable endeavours to ensure that no unauthorised person will or can access and/or use the Services using your account.

1.3. Audit

(a) You acknowledge and agree that Sensat may monitor and audit your use of the Services for compliance with these terms of use at any time.

(b) In the event that any such audit reveals any use of the Services by you other than in full compliance with the terms of these terms of use, you shall reimburse Sensat for all reasonable expenses related to such audit in addition to any other liabilities you may incur as a result of such non-compliance.

2. Subscription and Orders

(a) Sensat generally does not offer you the opportunity to try the Services free of charge in your capacity as a free user. All subscriptions which you take out or enter into in your capacity as a paying user are final and non-refundable.

(b) Unless otherwise provided for in these terms of use or in the EULA, your order and subscription to the Services as a paying user shall be governed by Sensat's general terms and conditions of sale.

3. Renewal and Termination

(a) Subject to the terms of the EULA, you may stop using the Services at any time. Please however note that doing so does not relieve you from any obligation to pay outstanding fees and does not grant nor entitle you to a right to any refund.

(b) Subject to the terms of the EULA, paying users must cancel their subscription by contacting Sensat at least five (5) business days prior to the end or expiry of a subscription. If a paying user does not submit such cancellation request in due time, the subscription will be automatically renewed for an identical period of time.

(c) These terms of use, the EULA and your right to use the Services will terminate immediately, without a requirement for Sensat to notify you (although a courtesy notification may be sent to the email address you provided us with) if:

- you fail to comply with the terms and conditions of these terms of use or the EULA;
- you fail to make a recurring payment for the Services, if any;
- Sensat is required to terminate these terms of use and your right to use the Services by law; or
- Sensat ceases to provide the Services for whatever reason, in whole or in part.

(d) The termination of these terms of use and/or the EULA will not limit any of Sensat's rights or remedies under these terms of use or at law, any licenses you have granted, your indemnification obligations, Sensat's warranty disclaimers, Sensat's limitation of liability and the dispute resolution sections set out in these terms of use and/or the EULA.

4. Intellectual Property

4.1. Our Software and Trademarks

(a) Subject to the rights granted hereunder and/or pursuant to the EULA, all title, ownership, intellectual property rights and all other rights of any nature whatsoever and interests in and to the Services and the Software (including any updates, enhancements, derivatives and modifications) and the Documentation, and any copies thereof are owned by, and are the exclusive property of, Sensat. You understand that you benefit from a service and that no intellectual property rights over the Software and/or Documentation are granted to you.

(b) You further acknowledge that Sensat® and Mapp® are trademarks which are owned exclusively by Sensat and that neither these terms of use nor the EULA grant you any right of any nature whatsoever in these trademarks. For example, and without limitation, you shall have no right to use, copy, modify, or publicly display these trademarks, and you may not remove, alter, or delete such trademarks as are affixed by Sensat to reports, documents, templates, screen shots, output files, etc. generated through use of the Software.

4.2. Your Contents

(a) It is expressly agreed that any output file, which is any file generated by you as a result of your use of the Services, shall belong to you exclusively.

(b) By uploading content to the Services, you grant Sensat a non-exclusive, worldwide, perpetual, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, publicly display and modify your contents to improve and/or market the Services. Paying users may choose to opt-out of this provision by modifying their account settings or by submitting a request to contact@sensat.co.uk

(c) You warrant and represent that any content you upload to the Services will not: (i) breach any laws, statutes, regulations or legally-binding codes; (ii) infringe any person's intellectual property rights or other legal rights; or (iii) give rise to any cause of action against Sensat, you or any third party.

(d) It is recommended that you maintain backups of your contents directly or indirectly processed with the Services. In no case will Sensat be responsible for the failure to store, the loss and/or the corruption of any of your contents.

5. Privacy

Sensat's Privacy Policy - which can be found [here](#) - governs the collection and use of any personal information and personal data which you provide to us and forms an integral part of these terms of use. By accessing or using the Services, you agree, and shall be deemed to agree, to its terms.

6. No Representations or Warranties

(a) Save as otherwise set out in the EULA, the Services are provided "AS IS", without any warranties of any kind, express or implied. To the maximum extent permitted by law, Sensat disclaims all representations or warranties of merchantability or fitness for a particular purpose.

(b) Save as otherwise set out in the EULA, Sensat shall have no liability or responsibility in respect of your use of the Services and/or the Software. You agree to use the Services and/or the Software at your own risk and costs, to be responsible for compliance with applicable law and to be solely responsible for any damages suffered or caused to third parties, including for loss of data, from your use or access of the Services and/or Software.

7. Limitations and Exclusions of Liability

(a) As a matter of principle and to the maximum extent permitted by law, Sensat does not accept, and shall have no liability for any damages (including damages for loss of profits, loss of goodwill, loss of data or information, business interruption, computer failure or malfunction, unauthorized access to and/or loss of your personally identifiable information, or any and all other commercial damages) arising out of these terms of use, the EULA or the use of or inability to use the Services, even if Sensat has been advised of the possibility of such damages, unless Sensat has committed a serious breach of its obligations as a consequence of either willful misconduct or gross negligence.

Terms of Use

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(b) In particular, and save as set out in the EULA, Sensat is and shall not be liable nor responsible for any problems or technical malfunction. Under no circumstances shall Sensat be responsible for any loss or damage resulting from use or access to the Services and/or the Software or from the conduct of any other users of the Services and/or the Software.

(c) If you are dissatisfied with the Services or any Sensat terms and conditions, your sole and exclusive remedy is to discontinue using the Services and/or Software. In addition, you hereby release Sensat and its affiliates from any damages that you incur, and agree not to assert any claims against them, arising from your use of the Services and/or Software.

8. Miscellaneous

(a) Titles are inserted for convenience only and will not affect in any way the meaning or interpretation of these terms of use.

(b) These terms of use and any document referred to or incorporated herein, including the EULA, constitute the entire agreement between you and Sensat concerning the use of the Services, and supersedes and extinguishes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to the Services and/or the Software. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of these terms of use will add to or vary the terms of these terms of use unless signed by authorized representatives of both parties.

(c) A waiver by either party of any term or condition of these terms of use or of any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach.

(d) The provisions of these terms of use which require or contemplate performance after the expiration or termination of these terms of use will be enforceable notwithstanding said expiration or termination.

(e) If any provision of these terms of use is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the fullest extent possible. In any event, all other provisions of these terms of use shall remain valid and enforceable to the fullest extent possible.

(f) Both parties may assign these terms of use in the case of a merger or sale of substantially all of their respective assets to another entity. These terms of use will be binding upon and will inure to the benefit of the parties, their successors and assigns.

9. Governing Law and Jurisdiction

(a) These terms of use (and any dispute or claim relating to them or their subject matter (including non-contractual claims)) is governed by and is to be construed in accordance with the laws of England and Wales.

(b) The courts of England and Wales shall have exclusive jurisdiction to settle any claim, dispute or issue (including non-contractual claims) which may arise out of or in connection with these terms of use.

10. Language

The original version of these terms of use is made in the English language. In the event of any inconsistency or contradiction between the English version and any translation thereof, the English version shall prevail.

For any questions regarding these terms of use or the use of the Services more generally, please contact Sensat at:

Sensat Surveying Ltd, 30 City Road, London, EC1Y 2AB

E-mail: contact@sensat.co.uk

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