

Terms of Use

Effective Date: November 15, 2019

Mapwith.ai is available online under the website <http://mapwith.ai> (hereinafter referred to as the "Website"). These Terms of Use ("Terms") govern the use of the Website (the "Services"). These terms are a legal contract between you and Facebook, Inc., ("Facebook", "Our" or "We") so it is important that you review them carefully.

We may change these Terms or modify any features of the Services at any time. You accept the Terms by using the Services, and you accept any changes to the Terms by continuing to use the Services after We post the changes. If you do not agree to these terms, do not access or use these Services.

Please note that these Services are provided free of charge. We may, at our sole and absolute discretion, change, suspend, or terminate anyone's access or use of the Services for any or no reason, including, but not limited to, if We believe you violated any provision of these Terms.

Use of the Services

At this time, it is not necessary for users of the Website to be registered with Us in order to view the world map information and access certain features of the Services.

The Services give you the option to contribute mapping data to the OpenStreetMap. To do so, you must first open an account with OpenStreetMap. The required registration process is described on the OpenStreetMap website. OpenStreetMap is a community-driven project to create a free and editable map of the world. We encourage you to review the Terms of Use and Privacy Policies applicable to OpenStreetMap or any third party to whom you choose to share your personal information directly.

Content

In general, there are two types of content accessible through the Services:

- Except with respect to the Third-Party Content (defined below), content created by us that We make available to you as part of the Services (the "Services Data"). Services Data include, for example, mapped predicted features that Our artificial intelligence has identified, such as roads, pathways and buildings, among many others. The Services Data is made available to you under the terms of the MIT license (<https://opensource.org/licenses/MIT>), provided that you not remove any copyright notices, identifying marks or any metadata that attributes the source of any such Services Data. If there are existing "digitalglobe" tags in the metadata of the Services Data, you shall also include attribution in the metadata file for any derivative works by either (i) tagging each new road with "source=digitalglobe" or "source=maxar", or (ii) adding "source=digitalglobe" or "source=maxar" to the changeset comments.

- Content that you configure the Services to download from an external server for use with the Services (the "User-Originated Data"). When you configure the Services to use User-Originated Data, you agree that you are solely responsible for:
 - ensuring you have all rights and authorizations needed to use the external data source you are downloading from for your contemplated use with the Services;
 - complying with any terms or conditions applicable to both the service that hosts the external data and any terms governing the use of that data itself; and
 - proper configuration to ensure the User-Originated Data works with the Services or any Services Data.
- We do not assess or monitor the accuracy or contemporaneity of entries and marks of certain elements (such as roads or places) made by users of the Website. Also, changes may occur at any time after an element (such as a road or a place) has been inserted or updated by a user that have not yet been reflected on the Website and of which We have no knowledge. As a result, We are not responsible for the accuracy and contemporaneity of entries and are not liable for therefor. In this respect, We are also dependent upon your assistance. Should you find that an entry (such as a road or a place) has been incorrectly added or marked, We ask that you can correct this error and submit the correction.

We may, at any time in Our sole and absolute discretion disable access to any Services Data or User-Originated Data.

Additionally, the Services may contain third-party content ("Third Party Content"). We do not control, endorse or sponsor such Third-Party Content. You are responsible complying with any terms or conditions applicable to such Third Party Content.

All Services Data, User-Originated Data and Third-Party Content are provided "AS-IS" and without representations or warranties of any kind.

Prohibited Conduct

You may not

- access or use, or attempt to access or use, the Services to take any action that could harm us or any third party, interfere with the operation of the Services, or use the Services in a manner that violates any applicable laws, third party rights, and/or applicable terms and policies. For example, and without limitation, you may not:
- impersonate any person or entity or otherwise misrepresent your affiliation or the origin of materials you transmit;

- engage in unauthorized spidering, "scraping," or harvesting of content or personal information, or use any other unauthorized automated means to compile information;
- take any action that imposes an unreasonable or disproportionately large load on Our network or infrastructure;
- use any device, software, or routine to interfere or attempt to interfere with the proper working of the Service or any activity conducted on the Service or attempt to probe, scan, test the vulnerability of, or breach the security of any system or network;
- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Service;
- distribute any unauthorized materials or advertise or promote goods or services without Our permission (including, without limitation, by sending spam);
- submit content that infringes on the copyright, trademark, patent, or other intellectual property rights of any third party, are false, misleading, libelous, defamatory, obscene, abusive, hateful, or sexually-explicit, violate a third party's right to privacy or publicity, or degrade others on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, disability, or other classification; and
- engage in any other conduct that restricts or inhibits any person from using or enjoying the Services, or that, in Our sole judgment, exposes us or any of Our users, affiliates, or any other third party to any liability, damages, or detriment of any type.

Limitation of Liabilities

Your use of the Services (including the Services Data and Third-Party Content) is at your own risk. The Services are provided "as is" without warranties of any kind, either express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, non-infringement, or other violation of rights. We do not warrant the adequacy, currency, accuracy, likely results, or completeness of the Services or any third-party sites linked to or from the Services, or that the functions provided will be uninterrupted, virus, or error-free. We expressly disclaim any liability for any errors or omissions in the content included in the Services or any third-party sites linked to or from the Services. Some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

In no event will We, or Our owner, subsidiaries, affiliates, directors, officers, employees, agents, and assigns be liable for any direct or indirect, special, incidental, consequential or punitive damages, lost profits, or other damages whatsoever arising in connection with the use of the Services, any interruption in availability of the Services, delay in operation or transmission, computer virus, loss of data, or use, misuse, reliance, review, manipulation, or other utilization in any manner whatsoever of the Services or the data collected through the Services, even if one or more of them has been advised of the possibility of such damages or loss.

To the fullest extent permissible pursuant to applicable law, in no event will We, our licensors and suppliers, or agents or employees of any of the foregoing, be liable for any decision made

or action taken by you or anyone else in reliance on the information provided by the Services. You are responsible for the entire risk arising out of your use of the Services.

Indemnification

You agree to indemnify, defend, and hold us and Our subsidiaries, affiliates, directors, officers, employees, agents and assigns harmless from and against any and all loss, costs, expenses (including reasonable attorneys' fees and expenses), claims, damages, and liabilities related to or associated with your use of the Services and any alleged violation by you of these Terms. We reserve the right to assume the exclusive defense of any claim for which We are entitled to indemnification under this section. In such event, you shall provide us with such cooperation as We reasonably request.

Choice of Law and Forum

You agree that these Terms are to be governed by and will be construed in accordance with the law of the California without regard to principles of conflicts of laws. For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms, you agree that it will be resolved exclusively in the U.S. District Court for the Northern District of California or a state court located in San Mateo County.

Miscellaneous

These Terms constitute the entire agreement between you and us concerning the Services. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or your access to and use of the Services.

Our failure to enforce any provisions of these Terms or respond to a violation by any party does not waive Our right to subsequently enforce any terms or conditions of the Terms or respond to any violations. Nothing contained in these Terms is in derogation of Our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use.