

# Terms of service

BY CREATING AN ACCOUNT TO USE THE FELT SERVICE, CLICKING "CONTINUE", OR PROCEEDING WITH THE USE OF THE FELT SERVICE ("SERVICE"), YOU ("YOU") ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THIS AGREEMENT WITH FELT MAPS INC. ("FELT"), AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICE. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT YOU ACCEPT THIS AGREEMENT.

## 1. Service

A. License. Felt grants You the right to access and use the Service in accordance with this Agreement.

## 2. Registration and Your Account

A. An account is required to register to use the Service. As part of the registration process, you agree to provide complete and accurate information and will update it to ensure it remains accurate. You are responsible for all activities that occur under Your account. You will contact Felt immediately if You believe an unauthorized third party may be using Your account or if Your account information is lost or stolen.

B. By creating an account on the Service, You agree to subscribe to newsletters, marketing or promotional materials and other information Felt may send in accordance with Felt's privacy policy found at <https://www.felt.com/privacy> which is incorporated by reference. However, You may opt out of receiving any, or all, of these communications from Felt by emailing [privacy@felt.com](mailto:privacy@felt.com)

C. When you create an account with us, you guarantee that you are above the

age of 13 for users in the United States, Belgium, Denmark, Portugal, Sweden and the United Kingdom, 14 in China, Spain, Bulgaria, Austria, Cyprus, Italy and Lithuania, 15 in Slovenia, Check Republic, Greece and France and 18 for India, Columbia, Indonesia, Egypt and 16 all other countries, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

D. You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

E. Felt reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in Felt's sole discretion.

F. Prohibited Uses. You may use the Service only for lawful purposes and in accordance with this Agreement. You agree not to use the Service:

a. In any way that violates any applicable national or international law or regulation.

b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.

c. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.

d. To impersonate or attempt to impersonate Felt, a Felt employee, another user, or any other person or entity.

e. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal,

fraudulent, or harmful purpose or activity.

f. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm or offend Felt or users of the Service or expose them to liability.

G. Additionally, You agree not to:

a. Use the Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.

b. Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.

c. Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without Felt's prior written consent.

d. Use any device, software, or routine that interferes with the proper working of the Service.

e. Introduce any viruses, trojan horses, worms, logic bombs, or other material into the Service which is malicious or technologically harmful.

f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is hosted, or any server, computer, or database connected to the Service.

g. Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.

h. Otherwise attempt to interfere with the proper working of the Service.

### 3. Intellectual Property Rights; Ownership and Analytics

A. To create a map, you can import your data source material (defined below as Your Content), or you can using existing data sources within the Felt application. Felt licenses such data sources under the Open Database License (ODbL) which covers the rights regarding the database, not the contents of the database. This means that you own the resulting map (a Produced Work under the ODbL) but have not license rights in the database.



B. This Agreement does not transfer any right, title or interest in any intellectual property right to the other, except as expressly set forth in this Agreement. You own the map created using the Service but you do not own the underlying data sources. The Service and underlying data sources and other original Felt content (excluding Content provided by users), are and will remain the exclusive property of Felt and its licensors.











C. Other than Your Content, all Content displayed on the site or accessible through the Services, including text, images, maps, software or source code, are the property of Felt and/or third parties. You may not remove any proprietary notices or product identification labels from the Services.

D. If You provide Felt with feedback on Your use of the Service or if Felt receives any information reported automatically through the Service, You grant Felt a royalty-free, worldwide, transferable, sublicensable, and perpetual license to all rights in the feedback and Felt may use Your feedback without obligation to You.

E. Felt may collect, analyze and otherwise process information relating to the provision, use and performance ("Usage Data") of various aspects of the Services and related systems and technologies for its business purposes, including for the purposes of security and analytics, to improve, enhance and market the Services, or for other development, diagnostic and corrective purposes in connection with the Services, or for to the development, diagnostic and corrective purposes in connection with the Services. Felt owns all right, title and interest in Usage Data.

F. Analytics. Felt may use third-party Service Providers to monitor and analyze the use of the Service.

G. Google Ads' Dynamic Remarketing and Adwords Conversion. This service allows Felt to serve you ads that take into account our prior interactions. The data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en> . Felt also encourages you to review Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245> .

- To opt out of Google Analytics - <https://tools.google.com/dlpage/gaoptout> . To opt out of Google Ads, <https://myadcenter.google.com/?sasb=true> 
- Heap. Heap is an analytics software which captures and analyses user interactions to produce reports based on real-time data of user behavior on websites and apps. For more information on the privacy practices of Heap, please visit the Heaps Privacy Policy web page: <https://heap.io/privacy>  To opt out of Heap tracking, email [legal@heap.io](mailto:legal@heap.io) .
- Sentry. Sentry is an open-source error tracking solution provided by Functional Software Inc. More information is available here: <https://sentry.io/privacy/> . To opt out of Sentry tracking, see <https://sentry.io/contact/gdpr/> 
- DataDog. DataDog is a cloud monitoring service provider. More information is available here: <https://datadog.com/privacy> 
- [Customer.io](#) . [Customer.io](#)  is a marketing platform that enables Felt to send emails and text messages. To opt out, email [privacy@felt.com](mailto:privacy@felt.com) 

## H. Links To Other Websites

a. The Service may contain links to third party web sites or services that are not owned or controlled by Felt.

b. Felt has no control over, and assumes no responsibility for the content,


privacy policies, or practices of any third party web sites or services. Felt does not warrant the offerings of any of these entities/individuals or their websites.

c. YOU ACKNOWLEDGE AND AGREE THAT FELT SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

d. FELTS STRONGLY ADVISES YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

## 4. Customer Data and Content

A. The Service allows You to post, link, store, share and otherwise make available Data stored by You or at Your direction in the Services ("Customer Data") or certain information, text, graphics, videos, or other material that you provide ("Your Content"). You are responsible for Customer Data and Your Content.

B. By posting Customer Data or Your Content, You represent and warrant that: (i) You have the right to use Customer Data and Your Content and the right to grant Felt the rights and license as provided in these Terms, and (ii) that the posting of the Customer Data or Your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. For example, use of Mapbox requires certain attribution found at <https://docs.mapbox.com/help/getting-started/attribution> .

C. You retain any and all of Your rights to any Customer Data and Your Content submit, post or display on or through the Service (excluding any

content You receive from Felt). You grant Felt the non-exclusive, worldwide, royalty-free, fully paid-up, perpetual, non-cancellable, transferable and sublicensable right and license to (and to engage service providers to) use, copy, cache, publish, display, distribute, modify, create derivative works, and store the Customer Data and Your Content. This right and license enables Felt to host and mirror the Customer Data and Your Content via the Service. You agree that this license includes the right for Felt to make the Customer Data or Content available to other users of the Service, who may also use your Customer Data or Content subject to the terms of this Agreement. Felt may also disclose the Customer Data or Your Content solely as necessary to provide the Service to You or to comply with any request of a governmental or regulatory body (including subpoenas or court orders).

D. Felt has the right but not the obligation to monitor and edit all Customer Data and Content provided by users.

E. In addition, Content found on or through the Service are the property of Felt or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from Felt.

F. The Service permits sharing of Your Customer Data and Content to third parties. By sharing Your Customer Data and Content via the Service to a third party, You warrant that you have sufficient permission to contact such third parties and have complied with all applicable privacy laws.

## 5. Term and Termination

A. Term and Termination. The term of this Agreement commences when You accept this Agreement (such as by creating an account or proceeding with the use of the Service) and will remain in effect until terminated in accordance with this Agreement. You may terminate this Agreement at any time by canceling Your account. Felt may also terminate Your account and this

Agreement, or suspend Your account, immediately if (i) Felt changes the way Felt provides or discontinues the Service; (ii) Your account was suspended under Section 7 of this Agreement and You have not remediated the reason for the suspension; or (iii) Felt determines that: (1) Your use of the Service poses a security risk to the Service or any third party; (2) Your use of the Service may adversely impact the Service; (3) Your use of the Service may subject Felt, Felt's affiliates, or any third party to liability; (4) Your use of the Service may be fraudulent; or (5) You are in breach of this Agreement.

B. Effect of Termination. Upon termination of this Agreement all Your rights granted by Felt under this Agreement immediately terminate and You must cease using the Service. All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitation of liability.

C. You understand and agree that Felt may change, suspend or discontinue any part of the Service and the Service as a whole including instituting a subscription fee charge or other usage fees. Felt will notify You of any material change to or discontinuation of the Service by email or via Felt's website. Felt will also provide You with a reasonable prior notice of any change in fees to give You an opportunity to terminate your subscription before such change becomes effective. Your continued use of Service after the institution of a subscription fee comes into effect constitutes your agreement to pay the fee amount.

## **6. Warranty Disclaimer**

FELT PROVIDES THE SERVICE ON AN "AS IS" BASIS. FELT DOES NOT MAKE ANY WARRANTIES REGARDING THE PERFORMANCE OF THE SERVICE OR UPTIME OF THE SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND FELT EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS



FOR A PARTICULAR PURPOSE. FELT HAS NO RESPONSIBILITY FOR LOSS OF CONTENT OR INABILITY TO USE THE SERVICE FOR ANY REASONS, INCLUDING, WITHOUT LIMITATION, IF DUE TO THE ACTS OR OMISSIONS OF ITS THIRD PARTY HOSTING PROVIDERS.

## **7. Limitation of Liability**

NEITHER FELT, ITS AFFILIATES OR THEIR LICENSORS ARE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF QUERIES, CONTENT OR CUSTOMER DATA OR ANY ACTUAL OR ANTICIPATED DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF FELT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FELT'S AND FELT'S AFFILIATES' AND LICENSORS' AGGREGATE LIABILITY FOR ANY PERMITTED DIRECT DAMAGES UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS. SECTION 9 ON LIMITATION OF LIABILITY AND SECTION 8 ABOVE ON WARRANTY DISCLAIMER FAIRLY ALLOCATE THE RISKS IN THIS AGREEMENT. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THAT THE LIMITATIONS SPECIFIED IN THIS SECTION 9 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THESE TERMS OR ANY LIMITED REMEDY HEREUNDER.

## **8. Indemnification**


You will defend, indemnify, and hold Felt, Felt's affiliates and licensors, and each of their respective employees, officers, directors, and representatives harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any claim concerning: (a) breach of this Agreement or violation of applicable law by You; or (b) Customer Data or Your Content. Felt will promptly notify You of any claim subject to this Section, but Felt's failure to promptly notify You will

only affect Your obligations to the extent that Felt's failure prejudices Your ability to defend the claim. You may: (a) use counsel of Your own choosing (subject to Felt's written consent) to defend against any claim; and (b) settle the claim as You deem appropriate, provided that You obtain Felt's prior written consent before entering into any settlement.

## 9. General

A. Miscellaneous. Felt and You are independent contractors, and neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement. You will not assign this Agreement, or delegate or sublicense any of Your rights under this Agreement, without Felt's prior written consent. A party's failure to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit that party's right to enforce such provision at a later time. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

B. Entire Agreement. This Agreement is the entire agreement between You and Felt regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between You and Felt, whether written or verbal, regarding the subject matter of this Agreement.

C. Notice. All communications and notices to be made or given pursuant to this Agreement must be in English. Felt may provide any notice to You under this Agreement by posting a notice in the Service or sending a message to the email address associated with Your account. You will be deemed to have received any email sent to the email address then associated with Your account when Felt sends the email, whether or not You actually receive the email. To give Felt notice under this Agreement, You must email Felt at [support@felt.com](mailto:support@felt.com) 

D. Choice of Law; Jurisdiction. The laws of California govern this Agreement and any dispute of any sort that might arise between You and Felt without reference to any applicable conflict of laws rules. You consent to exclusive jurisdiction and venue of state and federal courts in San Francisco, California. Either party will have injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of that party's or its affiliates. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

E. Force Majeure. Felt is not liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Felt's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. Government Licensees. The Service is a commercial computer software program developed solely at private expense. As defined in U.S. Federal Acquisition Regulations (FAR) section 2.101 and U.S. Defense Federal Acquisition Regulations (DFAR) sections 252.227-7014(a)(1) and 252.227-7014(a)(5) (or otherwise as applicable to You), the Service licensed in this Agreement is deemed to be "commercial items" and "commercial computer software" and "commercial computer software documentation." Consistent with FAR section 12.212 and DFAR section 227.7202, (or such other similar provisions as may be applicable to You), any use, modification, reproduction, release, performance, display, or disclosure of such commercial item, or commercial computer software, or commercial documentation by the U.S. government (or any agency or contractor thereof) shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

F. Government Licensees. The Service is a commercial computer software program developed solely at private expense. As defined in U.S. Federal Acquisition Regulations (FAR) section 2.101 and U.S. Defense Federal Acquisition Regulations (DFAR) sections 252.227-7014(a)(1) and 252.227-

7014(a)(5) (or otherwise as applicable to You), the Service licensed in this Agreement is deemed to be "commercial items" and "commercial computer software" and "commercial computer software documentation." Consistent with FAR section 12.212 and DFAR section 227.7202, (or such other similar provisions as may be applicable to You), any use, modification, reproduction, release, performance, display, or disclosure of such commercial item, or commercial computer software, or commercial documentation by the U.S. government (or any agency or contractor thereof) shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

G. Changes to the Terms. Felt may amend Terms at any time by posting the amended terms on this site. It is Your responsibility to review this Agreement periodically. Your continued use of the Services following the posting of the revised Agreement means that You accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you. By continuing to access or use the Service after any revisions become effective, You agree to be bound by the revised terms. If You do not agree to the new terms, you are no longer authorized to use the Service.

H. During the term of this Agreement, You hereby grant Felt a worldwide, non-exclusive, royalty-free, fully paid-up, transferable and sublicensable license to use your hashtags, social media handles, trademarks, service marks, and logos for the purpose of identifying You as a Felt customer to promote and market the Services. If You prefer we not use your logo or name in a particular way, please contact us for removal at [support@felt.com](mailto:support@felt.com) 📧

**CONTACT US.** Please send Your feedback, comments, requests for technical support to: [support@felt.com](mailto:support@felt.com) 📧