

Mappls Maps API — Terms and Conditions

CE Info Systems Limited · MMI Products Terms of Use

INTRODUCTION — CE Info Systems Limited, popularly and henceforth known as “Mappls” provides access to its map content, technology, documentation, software resources and platform via API or data or software code, henceforth known as “MMI Products”. The User's ability to use these “MMI Products” is governed by the following terms and conditions. The User accepts these terms by:

- Clicking “Yes” / “Accept” on the buttons below where applicable; or
- Using the MMI Products, the User accepts these terms and conditions

If the User uses any or all of MMI Products, or creates a user account, the User agrees to abide by these Terms of Use which form an agreement between CE Info Systems Limited and the User, be it an individual person or a business entity.

1. Definitions

- Mappls – the brand name of CE Info Systems, a company incorporated in India with registered office at 237, Okhla Industrial Estate, Phase 3, New Delhi – 110020, India.
- MMI Products – shall mean map content, technology, documentation, software resources and platform via API or data or software code that is the intellectual property of Mappls
- API – Application programming interface that is used to access MMI Products over the internet
- Application(s) – shall mean internet based web software products or services that is used by the User and accesses MMI Products
- User – Shall mean a individual or a group of persons or a business entity that accesses and uses MMI Products and shall include the End User.
- End User – Shall mean a individual or a group of persons or a business entity that accesses and uses MMI Products via a licensed User of MMI Products and accesses MMI products via the Application(s) of the User. All references of the term User shall include End User as well, unless specifically mentioned otherwise.
- Affiliate – Shall mean any entity that directly or indirectly controls or is controlled or is under common control with a party
- Documentation – shall mean literature, documentation provided by Mappls in terms of internet web pages (modified from time to time) and may be made available to User
- Subscription – Access of MMI Products to User after grant of limited, non-exclusive license to User
- Content – means any spatial or non-spatial content provided by MMI.
- Service – means any service provided by MMI through the API

2. Grant of Licenses from Mappls for MMI Products

Mappls grants the User a non-exclusive, non-assignable, non-sublicensable, revocable limited license to use the Services delivered by MMI Products, its derivatives as well as the Content delivered via services of the MMI Products during the Term of these Terms of Use as provided by Mappls in the manner permitted in these Terms of Use.

3. General restrictions, additional legal notice, reservation of rights

Save and except the specific terms of the license allowed herein, the User shall not do or omit to do anything not specifically permitted in this license. It is further clarified that unless expressly authorized by Mappls, The User or third party under its control:-

- Shall not decipher, decompile, disassemble, reverse engineer, create derivative product or otherwise attempt to derive any source code or content from the MMI Products
- Shall not engage in any activity which is likely to be a security threat or violates the laws of any country, using MMI Products.
- Shall not co-mingle MMI Products with maps from any other party unless agreed by Mappls in writing.
- Shall not Create multiple accounts, applications, project to simulate as a Single account to avoid paying “fees” as applicable
- Shall not interfere or disrupt Mappls servers or networks, or disobey any network access or security requirements, policies, procedures or regulations of Mappls (including the enabling of any viruses, Trojan horses, trap doors, back doors, worms, time bombs, cancelbots, adware, spyware or other computer programming routines designed or intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information);
- Shall not create copies of MMI Products in the form of Cache to avoid paying “fees” to Mappls
- Shall not use MMI Products that damages the reputation and goodwill of Mappls, as determined by Mappls at its own discretion
- Shall not use MMI Products to build commercial applications and products without paying a fee to Mappls
- Shall not use MMI Products in a manner which falsely suggests or implies that such some other product/content is related to Mappls.

4. Visible Attribution:

On any visible interface where Mappls Product, its derivatives or the Content delivered via services of the MMI Products is displayed, not just limited to the Mappls Map interface, the “Powered by Mappls [logo]” shall be clearly presented by the User for end User(s) to see, and in no instance the “Powered by Mappls [logo]” shall be removed or hidden. Any deviation from this shall be grounds for revocation of license, termination of service delivery agreement, and cause for demand of damages and compensation. Further, the User must follow the branding guidelines as illustrated in

<http://about.mappls.com/api/advanced-maps/API-Branding-Guidelines.pdf>

5. LICENSE from the User to Mappls

By virtue of these Terms of Use, the moment the User, submits, posts or uploads the User's feedback, suggestions, points of interest (including any Trademarks) content, maps, data or any other Content known as "User Content" on Mappls servers, the User grants Mappls and its affiliates a perpetual, worldwide, royalty-free, non-exclusive, sub-licensable license to reproduce, translate, publicly perform, sell, publicly display, distribute, cache, overlay, process and transfer the User's Content through the MMI Products in accordance in these Terms and without any financial obligations, or attribution in whole or part via any method or any purpose.

6. Usage Statistics

The user acknowledges that usage statistics provided by Mappls' Developer Console (based on Mappls' internal databases) is definitive, correct and binding. No other measurement and usage statistics shall be considered or have any bearing on the agreement between the user & Mappls.

7. No Use With Non-Mappls Maps

To avoid quality issues and/or brand confusion, Customer will not use the Mappls Map APIs & SDKs with or near a non-Mappls Map in a Customer Application. For example, Customer will not

- display or use Mappls' Search content on a non-Mappls map,
- display Mappls Maps and non-Mappls Maps on the same screen, or
- link a Mappls Map to non-Mappls Maps content or a non-Mappls map.
- use Mappls Maps Content from the Routing & Navigation APIs in conjunction with a non-Mappls map.

8. Modifications

Mappls can, at any time with or without giving any notice to anyone, make changes to this agreement, the MMI Products, its content services and maps, API at its sole discretion including all the relevant pages on Mappls website or its API documentation page or its fees pages (<http://about.mappls.com/api>). The User's continued usage of the MMI Products following the modifications (as defined in this section) constitutes acceptance of the changes.

9. Term and Termination

The terms of this Agreement shall apply till such time the User continues to subscribe to using the MMI Products or the subscription plan has ended based on plans enumerated at <http://about.mappls.com/api> or Mappls has terminated access to MMI Products because of any violation of these Terms Of Use by the User. The subscription of the User will, if not terminated by either Party earlier, automatically renew if such a plan has been chosen by the User as enumerated in Annexure 1

- Termination by the User – The User can choose to end the subscription to the MMI Products as per the User discretion. The fees paid in advance will not be refunded to the User on a pro-rata basis.
- Termination by Mappls – If the User violates this Terms of Use in part or whole, Mappls can terminate access of the User to MMI Products.
- In case of non payment of fees, the User's service or agreement shall automatically lapse.
- In addition, Mappls can terminate access of User to MMI Products if
 - User violates any part of this agreement
 - At its own discretion Mappls can terminate access to its MMI Products under the free Plan described in <http://about.mappls.com/api>, if the User has not made use of the MMI Products in continuous period of 3 calendar months.
 - Mappls reserves the right to revoke the User's access to the MMI Products at its sole discretion for breach of the terms of use or for any other reason.

In the event of Termination, the User shall remove all copies of MMI Products available with User at its own expense. If the User's access is terminated by Mappls, Mappls shall be under no legal or financial liability towards User or its End-Users.

Effects of Termination – Immediately upon expiry of the term or in case of termination, the User's access to MMI Products stands revoked and the license to use MMI Products for both content and services become revoked. User at its own cost shall remove all MMI Products, its backup copies from its computers, servers etc. The Fees paid as part of the subscription of MMI Products are non-refundable in whole or part as may be decided by Mappls. Sections 9,11,13 & 14 shall survive effects of Termination.

10. Privacy policy and User Obligations

At its sole discretion Mappls may collect usage data of the User or End User such as IP Address, IMEI number, location (latitude / longitude data), GPS Log data, browser types, credentials, URL, access times and date and other data without limitation. The data/information collected by Mappls of End Users or Users will be used in accordance by the policy defined here by Mappls, these being

- Information collected and received of the End User will be used to improve MMI Products and services of Mappls.
- Information collected of the End User might be shared if required by law or Government bodies from time to time. We do not sell personal information but non-personal identifiable information can be used by Mappls commercially with attribution or payment to End User or User.
- Further, Mappls does not use such information collected because of usage of our products by the customers and end users to build advertising based revenue model.

User has to protect privacy and legal rights of End User under applicable laws of India. User might have access to monitor, use and disclose End User data which might be shared with Mappls from time to time. User shall inform the End User of the same. User and End User have to attribute the MMI Products by using the logo of Mappls or a hypertext or in its terms of Use via the web application. The User including the End User shall be deemed to have given its consent to these Terms of Use by using or accessing the MMI Product or any

services or facility or access to any information made available using the MMI Products.

11. Confidentiality and Confidential Information

That for the purposes of this Agreement, “Confidential Information” shall mean any proprietary and confidential information and trade secrets with respect to Mappls' business, including without limitation information relating to its products, technology, processes, drawings, specifications, programs, models, financial information and projections, formulae, methods, techniques, composition, compound, development, plan, vendor information, customer information, research reports, map data, clinical data, financial data, know-how, developments, designs, improvements, software programs, products, marketing or business plans and strategies, corporate structure for regulatory compliance, forecast, personnel data, customer and supplier lists and other valuable business information and opportunities, materials relating to the proprietary technical, financial, customer or business affairs of Mappls disclosing Confidential Information (the “Disclosing Party”) in any form (including in writing, electronically, computerized, orally or otherwise) which is either identified as confidential or which by its nature is generally considered proprietary and confidential (regardless of whether such information is specifically labelled as such) to the User and End User receiving Confidential Information (the “Confidant”) pursuant to the terms of this Agreement.

Confidant's Duties: Confidant shall not use Confidential Information for any purpose other than the intended use set forth in above, and shall not disclose, disseminate or otherwise publish or communicate Confidential Information received hereunder to any person, firm, corporation or other third party without the prior written consent of Disclosing Party except as required by law after giving reasonable notice to the Disclosing Party.

12. Usage data and Access to MMI Products

This data can be used by Mappls at its discretion can require the User or End User to create accounts or provide fixed IP address against which Mappls shall generate license keys for access to MMI Products. The User and End User shall maintain the credentials used to access the MMI Products under its control and will ensure that there is no abuse or excessive usage of MMI Products that violates the Terms of Use of this agreement.

13. Proprietary Rights and License to Use Mappls Marks

The User acknowledges and agrees that the MMI Products for Content and Services are works for purposes of copyright law, and embody valuable, confidential, trade secret information of Mappls, the development of which required the expenditure of substantial time and money. As between Mappls and the User, Mappls retains exclusive ownership of any and all rights, title and interest (including all intellectual property rights) in all the Mappls Products both for Content and Services, and the User shall not acquire any rights, express or implied, in the foregoing by virtue of these Terms of Use other than otherwise expressly set forth. For purposes of these Terms of Use, the term “Trademarks” means all trademarks, trade names, service marks, logos, domain names, along with any other distinctive brand features of Mappls or its suppliers. All use by the User of Trademarks shall inure to the benefit of Mappls. Further, the User shall not (a) display a Trademark as the most prominent element on any page of the User's website, application or paper map; (b)

display a Trademark in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Mappls as determined by Mappls in its sole discretion; or (c) remove, distort or alter any element of a Trademark.

14. Disclaimer

THE MMI PRODUCTS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. Mappls DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OR NON-INFRINGEMENT. Mappls DOES NOT REPRESENT OR WARRANT THAT THE MMI PRODUCTS, OR ANY PORTION THEREOF, IS OR WILL BE FREE OF DEFECTS OR ERRORS (OR THAT ANY SUCH DEFECTS OR ERRORS WILL BE CORRECTED), VIRUS FREE, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, MEET THE USER'S REQUIREMENTS, OR CAPABLE OF BEING INTEGRATED INTO OR WITH THE USER'S COMPUTER SYSTEM, APPLICATIONS OR NETWORK. FURTHER, Mappls DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE Mappls SERVICES, OR ANY PORTION THEREOF, IN TERMS OF ITS CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, OR OTHERWISE. THIS DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF THESE TERMS OF USE. Mappls AND ITS SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OR FAILURE TO STORE ANY USER DATA AND ANY OTHER COMMUNICATION MAINTAINED OR TRANSMITTED BY THESE SERVICES. USER IS SOLELY RESPONSIBLE FOR SAVING ITS WEB APPLICATION, PROJECTS AS THE CASE MAY BE.

15. Limitation of Liability

Mappls OR ITS SUPPLIERS WILL NOT BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES, LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

SUBJECT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Mappls AND ITS SUPPLIERS MAY NOT BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY THE USER TO Mappls DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY OR INR 20,000 (TWENTY THOUSAND RUPEES) WHICHEVER IS LOWER.

THESE LIMITATIONS OF LIABILITY DO NOT APPLY TO THE BREACHES OF CONFIDENTIALITY OBLIGATIONS, VIOLATIONS BY THE USER TOWARDS Mappls' INTELLECTUAL PROPERTY RIGHTS.

THE USER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE PARTICIPATION IN AND USE OF THE MMI PRODUCTS IS DONE AT THE USER'S OWN RISK AND THAT THE USER ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY DAMAGE SUSTAINED TO THE USER'S COMPUTER SYSTEM, NETWORK OR DATA RESULTING FROM SUCH PARTICIPATION OR USE.

16. Indemnity

The User agrees to indemnify, defend and hold Mappls and its affiliates, and each of their officers, directors, employees, agents, co-branders or other partners (as well as each of their suppliers), successors and permitted assigns ("Indemnified Parties") harmless from and against any third party claim or action, including any liability, cost, losses, damages, expenses, and attorney's fees, arising from or in any way related to the User's access, use or participation in the MMI Products (including claims related to the User's Content and any use of the MMI Products with software, data, content, systems, or other technology not provided by Mappls), any violation of these Terms of Use, or any alleged infringement of a patent, copyright, trademark, trade secret, or other intellectual property right. Mappls shall use good faith efforts to provide the User with prompt notice of any such claim or action; provided however, the User agrees that, upon Mappls' written request, Mappls shall control the defense or settlement of any such claim or action and the User shall provide reasonable cooperation to Mappls. The User may not settle an indemnifiable claim without obtain Mappls' prior written consent.

17. Export Restrictions

In case the User is taking the MMI Products out of India, the User shall comply with the relevant export control norms and take necessary licenses and approvals under the applicable laws and regulations.

18. Notices and transacting electronically

It is understood that MMI Products are part of an online service with no direct contact between Mappls and the User/ End User. Mappls shall provide electronic notices by posting them on its website and/or by sending an email to any account associated with the User.

19. General Provisions

19.1. Entire Agreement:

These Terms of Use constitute the entire agreement between Mappls and the User with respect to the subject matter of these Terms of Use, and supersedes all prior agreements, understandings and communications between Mappls and the user with respect to such subject matter. Mappls shall have the unilateral unrestricted right to modify or amend these Terms of Use.

19.2. Jurisdiction:

These Terms of Use shall be governed in accordance with the laws of India and the courts in New Delhi shall have the exclusive jurisdiction in respect of any claim or dispute arising from these Terms of Use.

19.3. Severability:

If any provision in these Terms of Use should be held illegal or unenforceable by a court having jurisdiction, the Terms of Use shall stand modified as if the said provision did not exist therein without losing its intent. The rest of the Terms of Use shall remain in full force and effect. A waiver by Mappls of any term or condition of these Terms of Use or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

19.4. Survival:

Any term or condition of these Terms of Use that by its nature would logically survive termination or expiration of these Terms of Use, including but not limited to protection of proprietary rights, indemnifications, and limitations of liability, shall survive such termination or expiration. It is agreed that Clause 8, 9, 11, 13, 14, 15.2, 15.3, 15.7, 15.8 and 15.9 shall survive termination/ expiry of these Terms of Use.

19.5. Independent Contractors:

The parties to these Terms of Use are independent contractors. Neither party is an agent, representative or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or otherwise to bind, the other party.

19.6. Equitable Remedies/ Specific Relief:

The User agrees that monetary compensation may at times not be an adequate relief to Mappls in case of any violation is committed by the User. The User agrees that Mappls shall have the right to seek injunctive reliefs and such other reliefs as it may deem necessary to protect its right, title and interest in the subject matter of these Terms of Use.

19.7. Statute of Limitations:

It is agreed by the User that if the User shall have any claim against Mappls, irrespective of what has been prescribed in the statute of limitation, the claim shall be made within 1 (one) year after the claim or cause of action arose. Any claim made after 1 (one) year shall be barred by limitation.

19.8. Consent to Further Contacts:

The User agree that Mappls may contact the User with respect to these Terms of Use, any other Mappls products and services, and in relation to any marketing related-purposes.