

# GEC s.r.l.                      Terms of Service

Thank you for your interest in the Aqua Map/Terra Map/GEC web services.

Last Updated: 20-june-2016

## **1. Your relationship with “GEC s.r.l.”.**

1.1 Use of the Service is Subject to these Terms of Service (“Terms”). Your use of any of the Aqua Map/Terra Map/GEC services (referred to in this document as the “Service”) is subject to the terms of a legal agreement between you and “GEC s.r.l.” (“GEC”). “GEC” means “GEC s.r.l.” with offices in Via Monte Matanna 1C, 55049 Viareggio (LU).

1.2 Changes to the Terms. GEC reserves the right to make changes to the Terms from time to time. When these changes are made, GEC will make a new copy of the Terms available at <http://www.gec-it.com/GECTermsOfUse.pdf> (or such successor URLs that GEC may designate from time to time). You understand and agree that if you use the Service after the date on which the Terms have changed, GEC will treat your use as acceptance of the updated Terms. If a modification is unacceptable to you, you may terminate this agreement by ceasing use of the Service.

## **2. Accepting the Terms.**

2.1 Clicking to Accept or Using the Service. In order to use the Service you must agree to the Terms. You can accept the Terms by:

- (a) clicking to accept or agree to the Terms, where this option is made available to you by GEC in the user interface for the Service; or
- (b) using the Service. In this case, you understand and agree that GEC will treat your use of the Service as acceptance of the Terms from that point onwards.

2.2 Authority to Accept the Terms. You represent that you have full power, capacity and authority to accept these Terms. If you are accepting on behalf of your employer or another entity, you represent that you have full legal authority to bind your employer or such entity to these Terms. If you don't have the legal authority to bind, please ensure that an authorized person from your entity consents to and accepts these Terms.

## **3. Privacy and Personal Information.**

3.1 GEC's Privacy Policy. For information about GEC's data protection practices, please read GEC's privacy policy at <http://www.gec-it.com/GEC-privacy.pdf>. This policy explains how GEC treats your personal information and protects your privacy when you use the Service.

3.2 Use of Your Data under GEC's Privacy Policy. You agree to the use of your data in

accordance with GEC's privacy policy.

3.3 Your Privacy Policy. You must post and abide by an appropriate privacy policy in, and will comply with all applicable laws relating to the collection of information from visitors to, Your Service Implementation in accordance with the specific requirements of Section 9.3 (End User Terms and Privacy Policy) below.

#### **4. Provision of the Service by GEC.**

4.2 Limits on Your Use of the Service. You acknowledge and agree that GEC may impose or adjust the limit on the number of transactions you may send or receive through the Service; such fixed upper limits may be set by GEC at any time, at GEC's discretion. For further information, see Section 10.1.1(i) below.

#### 4.3 Advertising.

(b) In Maps Images. GEC reserves the right to include advertising in the maps images provided to you through the Service, subject to the following provisions. In this Section, "Ads Notice" means a notice from GEC that it will include advertising in a particular Service.

(c) Opting Out of Ads. You may at any time opt out of advertising in the places results and the maps images by either:

- (i) contacting the [GEC sales team](#) to obtain a GEC enterprise license; or
- (ii) terminating your use of the Service.

#### 4.4 Changes to the Service; Deprecation Policy.

GEC will announce if it intends to discontinue or make backwards incompatible changes to this Service. GEC will use commercially reasonable efforts to continue to operate those Service's without these changes until the later of: (i) one year after the announcement, unless (as GEC determines in its reasonable good faith judgment):

- o required by law or third party relationship (including if there is a change in applicable law or relationship), or
- o doing so could create a security risk or substantial economic or material technical burden.

The above policy is the "Deprecation Policy."

#### **5. Your GEC Account.**

5.1 Signing Up for a GEC Account. In order to access the Service, you must have a GEC Account. You agree that any information you give to GEC in connection with your GEC Account or your continued use of the Service will always be accurate, correct, and up to date.

5.2 Account Keys. For certain versions or features of the Service, GEC may require you to obtain and use an alphanumeric key or cryptographic key that is uniquely associated with

your GEC Account and your Service Implementation. You must obtain and use such key (if required by GEC for the applicable version or feature of the Service) in accordance with these Terms.

5.3 Your Passwords and Account Security. You agree that you will be solely responsible to GEC for your use of the Service. If you become aware of any unauthorized use of your password, your account, or your key(s), you agree to notify GEC immediately.

**6. GEC's Proprietary Rights.** You acknowledge and agree that GEC (or GEC's licensors and their suppliers, as applicable) own all legal right, title and interest in and to the Service and Content, including any intellectual property rights that subsist in the Service and Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

**7. Permitted Uses.** You agree to use the Service only for purposes:

- (a) that are permitted by the Terms (including the Licenses in Section 8);
- (b) that are permitted by any applicable third party contract, law, or regulation in the relevant jurisdictions; and
- (c) that comply with all applicable policies or guidelines made available by GEC.

## **8. Licenses from GEC to You.**

### 8.1 Definitions.

- (a) "**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.
- (b) "**Content**" means any content provided through the Service (whether created by GEC or its third party licensors), including map and terrain data, photographic imagery, traffic data, places data (including business listings), or any other content.
- (c) "**Service Implementation**" means a software application or website that uses the Service to obtain and display Content in conjunction with Your Content, according to these Terms.
- (d) "**Your Content**" means any content that you provide in your Service Implementation, including data, images, video, or software. Your Content does not include the Content.

8.2 Service License. Subject to these Terms (including but not limited to Section 9 (License Requirements) and Section 10 (License Restrictions)), GEC gives you a personal, worldwide, royalty-free, non-transferable, non-assignable and non-exclusive license to use the Service as provided by GEC, in the manner permitted by the Terms.

8.3 Content License. Subject to these Terms (including but not limited to Section 9 (License Requirements) and Section 10 (License Restrictions)), GEC gives you a personal, worldwide, royalty-free, non-transferable, non-assignable, and non-exclusive license to access, use, publicly perform and publicly display the Content in your Service Implementation, as the Content is provided in the Service, and in the manner permitted by the Terms. Specifically, you understand the following:

- (a) Content (including but not limited to map data) is provided for planning purposes only.
- (b) Certain Content is provided under license from third parties, and is subject to copyright and other intellectual property rights owned by or licensed to such third parties. You may be held liable for any unauthorized copying or disclosure of this content.

#### 8.4 Brand Features License.

(a) Grant. Subject to these Terms (including but not limited to Section 9 (License Requirements) and Section 10 (License Restrictions)), GEC gives you a personal, worldwide, royalty-free, non-transferable, non-assignable, non-sublicenseable, and non-exclusive license to display GEC's Brand Features solely for the purpose of promoting or advertising your authorized use of the Service in accordance with this Section and for the purpose of fulfilling your obligations under the Terms.

(b) Restrictions. In using GEC Brand Features, you will not:

- (i) display a GEC Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by GEC, other than your use of the Service, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of, GEC or GEC personnel;
- (ii) display a GEC Brand Feature in your Service Implementation or on your site if your Service Implementation or site contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under 21 years of age;
- (iii) have the GEC logo as the largest logo in your Service Implementation or on your website (except as displayed in the map image itself);
- (iv) display a GEC Brand Feature as the most prominent element in your Service Implementation on any page of your website;
- (v) display a GEC Brand Feature in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to GEC;
- (vi) use GEC Brand Features to disparage GEC, its products, or the GEC Services;
- (vii) display a GEC Brand Feature in your Service Implementation or on a site that violates any law or regulation; or
- (viii) remove, distort or alter any element of a GEC Brand Feature (this includes squeezing, stretching, inverting, discoloring, etc.).

(c) No Further License Grant; No Challenges. Except as set forth in this Section, nothing in the Terms will grant or will be deemed to grant you any right, title or interest in or to GEC's Brand Features. All use by you of GEC's Brand Features (including any goodwill associated therewith) will inure to the benefit of GEC. To the maximum extent permitted by applicable law, the following will apply: at no time during or after the Term will you challenge or assist others to challenge the Brand Features of GEC or the registration thereof by GEC, nor will you attempt to register any Brand Features (including domain names) that are confusingly similar to those of GEC in any way (including but not limited to sound, appearance and spelling).

8.5 Proprietary Rights Notices. You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices, Terms of Use links, or Brand Features) that may be affixed to or provided through the Service.

8.7 Determination of Compliance. GEC reserves the sole right and discretion to determine whether your use of the Service, Content, and Brand Features is in compliance with these Terms.

**9. License Requirements.** GEC's licenses above are subject to your adherence to the following requirements:

9.1 Free, Public Accessibility to Your Service Implementation.

9.1.1 General Rules.

(a) Free Access (No Fees). Your Service Implementation must be generally accessible to users without charge and must not require a fee-based subscription or other fee-based restricted access. This rule applies to Your Content and any other content in your Service Implementation, whether Your Content or the other content is in existence now or is added later.

(b) Public Access (No Firewall). Your Service Implementation must not operate (i) only behind a firewall; or (ii) only on an internal network (except during the development and testing phase); or (iii) in a closed community (for example, through invitation-only access).

9.1.2 Exceptions.

(a) Enterprise Agreement with GEC. The rules in Section 9.1.1 (Free Access, Public Access) do not apply if you have entered into a separate written agreement with GEC or obtained GEC's written permission.

(b) Mobile Applications.

(i) The rule in Section 9.1.1(a) (Free Access) does not apply if your Service Implementation is used in a mobile application, unless the Service Implementation qualifies for the exception in Section 9.1.2(a) (Enterprise Agreement with GEC).

9.1.3 Examples.

(a) You can require users to log in to your Service Implementation if you do not require users to pay a fee.

(b) You can charge a fee for your Service Implementation if it is a mobile application downloadable to mobile devices from an online store and the Service Implementation qualifies for the exception in Section 9.1.2(a) (Enterprise Agreement with GEC).

(c) If you are a consultant who creates or hosts Service Implementations for third party customers, you may charge such customers a fee for your consulting

or hosting services (but not for the Service Implementations themselves, except as permitted under Section 9.1.2 (Exceptions)).

9.3 End User Terms and Privacy Policy. If you develop a Service Implementation for use by other users, you must:

- (a) display to the users of your Service Implementation the link to GEC's Terms of Use as presented through the Service;
- (b) explicitly state in your Service Implementation's terms of use that, by using your Service Implementation, your users are agreeing to be bound by GEC's Terms of Use; and
- (c) protect the privacy and legal rights of those users.
  - (i) Your Privacy Policy. You must make publicly available, and must abide by, an appropriate privacy policy in your Service Implementation. In particular, if your Service Implementation enables you or any party to gain access to information about users of the Service, including but not limited to personally identifiable information (such as user names) or non-personally identifiable usage information (such as location), your privacy policy must describe your use and retention of this information.
  - (ii) GEC's Privacy Policy. Your privacy policy must notify users that you are using the Service and incorporate by reference the GEC privacy policy by including a link to the GEC privacy policy (currently <http://www.gec-it.com/GEC-privacy.pdf>), as amended by GEC from time to time.
  - (iii) Cookies. Certain Service store and access cookies and other information on end users' devices. If you use any of these Service in your Service Implementation, then to the extent required by applicable law, you must provide end users with clear and comprehensive information about, and obtain the end users' consent to, the use of such cookies.

9.4 Attribution.

- (a) Content provided to you through the Service may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of GEC, its partners, or other third party rights holders of content indexed by GEC. When GEC provides this attribution, you must display it as provided through the Service and may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.
- (b) You agree to include and display the "*powered by GEC*" attribution (and/or any other attribution(s) required by GEC) conspicuously on the page, in close proximity and adjacent to the Service search box and GEC search results.
- (c) You understand and agree that GEC has the sole right and discretion to determine whether your attribution(s) are in compliance with the above requirements.

9.5 Preventing Unauthorized Use. Customer will use all reasonable efforts to prevent unauthorized use of the Service and to terminate any such unauthorized use.

9.6 Responsibility for Breaches. You are solely responsible for (and GEC has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences of any such breach (including any loss or damage that GEC may suffer).

**10. License Restrictions.** Except as expressly permitted under the Terms, or unless you have received prior written authorization from GEC (or, as applicable, from the provider of particular Content), GEC's licenses above are subject to your adherence to all of the restrictions below.

10.1 Restrictions on How You May Use the Service. Except as explicitly permitted in Section 8 (Licenses from GEC to You) or the Maps APIs Documentation, you must not (nor may you permit anyone else to) do any of the following:

10.1.1. General Restrictions.

(a) No Access to Service Except Through the Service. You must not access or use the Service or any Content through any technology or means other than those provided in the Service, or through other explicitly authorized means GEC may designate. For example, you must not access map tiles or imagery through interfaces or channels (including undocumented GEC interfaces) other than the Service.

(b) No Hiding of Identity. You must not hide or mask from GEC the identity of your Service Implementation as it uses the Service.

(c) No Reverse Engineering. You must not attempt to reverse engineer or decompile the Services or any component, unless this is expressly permitted by applicable law.

(d) Substitute Service. You must not attempt to create a substitute or similar service through use of or access to the Services.

(f) No Modification of Links. You must not modify, replace, obscure, or otherwise hinder the functioning of links to GEC or third party websites provided in the Content.

(g) No Violation of GEC Policies. You must not violate GEC's policies below, under which you agree not to:

(i) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

(ii) upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;

(iii) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of the rights, or have the permission of the owner or other legal justification to use such content;

(iv) upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;

(v) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law, the Terms or any applicable Service policies or guidelines;

(vi) download any file posted by another that you know, or reasonably should know, cannot legally be distributed in such manner;

(vii) impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;

(viii) restrict or inhibit any other user from using and enjoying the Service or any other GEC Services;

(ix) delete, obscure, or fail to display the Terms of Use link as presented through the Service;

(x) delete, obscure, or in any manner alter any brand features, logos, warnings, notices (including but not limited to any copyright or other proprietary rights notices), or links that appear in the Service or the Content;

(xi) delete, obscure, or alter the sign-in button displayed on the map (if any), except as permitted by the GEC Services;

(xii) interfere with or disrupt the GEC Services, servers, or networks connected to the GEC Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the GEC Services;

(xiii) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the GEC Services or Content or collect information about users for any unauthorized purpose;

(xiv) display content in your Service Implementation that falsely expresses or implies that such content is sponsored or endorsed by GEC;

(xv) create user accounts by automated means or under false or fraudulent pretenses, or obtain or attempt to obtain multiple keys for the same URL;

(xvi) promote or provide instructional information about illegal activities;

(xvii) promote physical harm or injury against any group or individual; or

(xviii) transmit any malicious code (including but not limited to viruses, worms, defects, and Trojan horses), or any other items of a destructive nature.

(h) No Use of Content without a GEC Map. You must not use or display the Content without a corresponding GEC map.

(i) No Use of Static Service outside a Web-Based Application

(j) No Use Beyond GEC's Transaction Limits and Usage Policies. If your Maps API application generates a high volume of transactions, GEC reserves the right to set transaction limits. GEC also reserves the right to set other usage policies from time to time. If you want to engage in use outside these transaction limits or usage policies, please contact the GEC sales team for information on



licensing options to address your needs.

(k) Geolocation Privacy.

(i) Your Service Implementation must notify the user in advance of the type(s) of data that you intend to collect from the user or the user's device. Your Service Implementation must not obtain or cache any user's location in any manner except with the user's prior consent. Your Service Implementation must let the user revoke the user's consent at any time.

(ii) If your Service Implementation provides GEC with geolocation data, that geolocation data must not enable GEC to identify an individual user. For example, if your Service Implementation sends GEC Your Content, and Your Content includes geolocation data, Your Content must not also include unique device identifiers associated with individual users.

(iii) If you intend to obtain the user's location and use it with any other data provider's data, you must disclose this fact to the user.

10.1.2 Restrictions against Commercial Use.

(a) No Fees. You must not charge users or any other third party any fee for the use of the Service Implementation, the Service, or the Content, except as permitted under Section 9.1.2 (Exceptions).

10.1.3 Restrictions against Copying or Data Export.

(a) No Unauthorized Copying, Modification, Creation of Derivative Works, or Display of the Content. You must not copy, translate, modify, or create a derivative work (including creating or contributing to a database) of, or publicly display any Content or any part thereof except as explicitly permitted under these Terms. For example, the following are prohibited: (i) creating server-side modification of map tiles; (iii) creating mailing lists or telemarketing lists based on the Content; or (iv) exporting, writing, or saving the Content to a third party's location-based platform or service.

(b) No Pre-Fetching, Caching, or Storage of Content. You must not pre-fetch, cache, or store any Content, except that you may store: (i) limited amounts of Content for the purpose of improving the performance of your Service Implementation if you do so temporarily (and in no event for more than 30 calendar days), securely, and in a manner that does not permit use of the Content outside of the Service.

(c) No Mass Downloads or Bulk Feeds of Content. You must not use the Service in a manner that gives you or any other person access to mass downloads or bulk feeds of any Content, including but not limited to numerical latitude or longitude coordinates, imagery, visible map data, or places data (including business listings).

10.2 Restrictions on the Types of Applications that You are Permitted to Build with the Service. Except as explicitly permitted in Section 8 (Licenses from GEC to You), you must not (nor may you permit anyone else to) do any of the following:

(a) No "Wrapping." You must not create or offer a "wrapper" for the Service. For example, you are not permitted to: (i) use or provide any part of the Service or Content in an API that you offer to

others; or (ii) create a Service Implementation that reimplements or duplicates any GEC Products and Services.

(d) No Navigation, Autonomous Vehicle Control, or Enterprise Applications. You must not use the Service or Content with any products, systems, or applications for or in connection with any of the following:

(i) real-time navigation (including but not limited to the Nautical navigation) or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a user's sensor-enabled device.

(ii) any systems or functions for automatic or autonomous control of vehicle behavior; or

(iii) enterprise or commercial asset tracking implementations. For these implementations, please contact the GEC sales team to obtain a GEC enterprise license.

## **11. Licenses from You to GEC.**

11.1 Content License. GEC claims no ownership over Your Content, and you retain copyright and any other rights you already hold in Your Content. By submitting, posting or displaying Your Content in the Service, you give GEC a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute Your Content through the Service and any other GEC products/services.

11.2 Marketing License. You grant to GEC a worldwide, royalty-free, non-transferable, and non-exclusive license during the Term to use Your Brand Features and Your Content to publicize or advertise that you are using the Service (for example, by using your marks in presentations, marketing materials, customer lists, financial reports and website listings (including links to your website), or by creating marketing or advertising materials that show screenshots of the Service in which Your Content is featured).

11.3 Authority to Grant Licenses. You represent and warrant to GEC that you have all the rights, power and authority necessary to grant the above licenses.

## **12. Terminating this Agreement.**

12.1 The Terms will continue to apply until terminated by either you or GEC as set out below.

12.2 You may terminate your legal agreement with GEC by removing the Service code from your implementation and discontinuing your use of the Service at any time. You do not need to specifically inform GEC when you stop using the Service.

12.3 GEC reserves the right to terminate these Terms or discontinue the Service or any portion or feature for any reason and at any time without liability or other obligation to you, except as described under Section 4.4.

12.4 Nothing in this Section will affect GEC's rights regarding provision of the Service under Section 4 (Provision of Service by GEC) of the Terms.

12.5 When this legal agreement comes to an end, those Terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 6 (GEC's Proprietary Rights); 12.4 and 12.5 (Terminating this Agreement); 13 (Exclusion of Warranties); 14 (Limitation of Liability); 15 (Indemnity); and 19 (General Legal Terms).

### **13. EXCLUSION OF WARRANTIES.**

13.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 13 AND 14, WILL EXCLUDE OR LIMIT GEC'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF LOSS OR DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND GEC'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND THE CONTENT IS AT YOUR SOLE RISK AND THAT THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, GEC, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS AND THEIR SUPPLIERS, DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (a) YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS;
- (b) YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;
- (c) THE INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE; AND
- (d) DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICE WILL BE CORRECTED.

13.3 ANY CONTENT OBTAINED THROUGH THE USE OF THE GEC SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

13.4 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GEC, OR THROUGH OR FROM THE SERVICE OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.5 GEC, ITS LICENSORS, AND THEIR SUPPLIERS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

### **14. LIMITATION OF LIABILITY.**

14.1 SUBJECT TO SECTION 13.1, YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEC, ITS SUBSIDIARIES, AND AFFILIATES, AND GEC'S LICENSORS AND THEIR SUPPLIERS, WILL NOT BE LIABLE TO YOU FOR:

(a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO: CONTRACT, TORT, COMMON LAW, OR STATUTORY DAMAGES; ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS); OR

(b) ANY LOSS OR DAMAGE AS A RESULT OF:

(i) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE GEC SERVICES;

(ii) ANY CHANGES THAT GEC MAY MAKE TO THE SERVICE, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICE (OR ANY FEATURES WITHIN THE SERVICE);

(iii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICE;

(iv) YOUR FAILURE TO PROVIDE GEC WITH ACCURATE ACCOUNT INFORMATION;  
OR

(v) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

14.2 THE LIMITATIONS ON GEC'S LIABILITY TO YOU IN SECTION 14.1 ABOVE WILL APPLY WHETHER OR NOT GEC, ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

## **15. Indemnities.**

15.1 You hereby agree to defend, indemnify, and hold GEC, its officers, directors, agents, affiliates, strategic partners, licensors and their suppliers ("**the Indemnified Parties**") harmless from and against any claim or liability arising out of:

(a) your use of the Service in breach of the Terms or applicable policies;

(b) your Service Implementation;

(c) any use by users of your Service Implementation;

(d) any claim that your Service Implementation or Your Content violates any applicable law, including but not limited to any claim that your Service Implementation infringes the rights of a third party.

15.2 You will cooperate as fully as reasonably required in the defense of any claim. GEC reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the Service may be irreparable; therefore, GEC is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

## **16. Copyright Policies; Content Removal; Termination of Repeat Offenders' Accounts.**

It is GEC's policy to respond to notices of alleged copyright infringement that comply with

applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat offenders.

## **17. Other Content.**

17.1 The Service may include hyperlinks to other websites or content or resources. GEC has no control over any websites or resources that are provided by companies or persons other than GEC. You acknowledge and agree that GEC is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products, or other materials on or available from such websites or resources.

17.2 You acknowledge and agree that GEC is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy, or existence of any advertising, products, or other materials on, or available from, such websites or resources.

## **18. Language of the Terms.**

18.1 Where GEC has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with GEC.

18.2 If there is any contradiction between the English language version of the Terms and a translation of the Terms, the English language version will take precedence.

## **19. General Legal Terms.**

19.1 Notices. You agree that GEC may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service.

19.2 No Waiver. You agree that if GEC does not exercise or enforce any legal right or remedy available to it under the Terms (or any applicable law), GEC will not be deemed to have waived its rights or remedies, and those rights and remedies will still be available to GEC. Any waiver of any provision of these Terms will be effective only if GEC expressly states in a signed writing that it is waiving a specified Term.

19.3 Severability. If any court of law that has jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

19.4 Third Party Beneficiaries. You acknowledge and agree that each member of the group of companies of which GEC is the parent, and each of the Indemnified Parties, will be third party beneficiaries to the Terms and that such other companies will be entitled to directly enforce, and rely upon, any provision of the Terms that confers a benefit on (or rights in favor of) them. Other than this, no other person or company will be a third party beneficiary to the Terms.

19.5 Assignment. The Terms may be assigned by GEC and will inure to the benefit of GEC, its successors, and assigns.

19.6 Governing Law and Jurisdiction; Injunctive Relief. The Terms, and your relationship with GEC under the Terms, are governed by the laws of Italy and the Court of Lucca, Italy, without

regard to its conflict of laws provisions. You and GEC agree to submit to the exclusive, personal jurisdiction of the Court of Lucca, Italy, to resolve any legal matter arising from or related to the Terms. Notwithstanding this, you agree that GEC will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

19.7 Complete Agreement. These Terms constitute the whole legal agreement between you and GEC in connection with, and govern your use of, the Service and Content. These Terms completely replace and supersede any prior agreements between you and GEC, written or oral, in connection with the Service and Content.