

## 1. Acceptance

These HERE Site Terms together with the HERE Privacy Policy and other additional terms and information that may be provided by HERE (collectively "Terms") govern your use of the HERE Global B.V.'s or any of its affiliates ("HERE") websites and any of their sub-sites (collectively "Site"). By accessing the Site you accept the Terms. In the event you do not agree to these Terms you may not use the Site. Additional terms may apply for services or account registration made available on the Site.

The Terms constitute an agreement between you and HERE Global B.V., Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands, including its affiliates, defining your and HERE's rights and responsibilities with respect to the use of the Site.

## 2. Licenses

HERE grants you a non-exclusive, revocable and non-transferable limited license, to access, use and display the Site for your personal, non-commercial and informational use only. Use of, or access to, the Site does not grant you any licenses or rights to any intellectual property rights in or to any content of the Site.

HERE may provide or make available services, additional content or other materials from the Site. The use, access and any utilization of such services, additional content or other materials will be subject to [HERE Service Terms](#) or other separate agreement between you and HERE.

## 3. Accessing the Site

By accessing the Site you agree:

- To comply with applicable laws, the Terms and good manners;
- Not to modify, copy, distribute, transfer, store or publicly display or perform the Site or any content;
- To respect the privacy of others;
- Not to remove alter otherwise change any copyright notices or other proprietary notices of HERE and its licensors;
- Not to use any technologies or initiate other activities for accessing and using the Site that may harm the Site, or the interest or property of the Site users or HERE, including but not limited to any "web scraping" activities or other systematic collection of data from the Site.

## 4. Intellectual Property Rights

The content of, including any trademarks and tradenames in the Site is owned and/or controlled by HERE and its licensors, and is protected by intellectual property laws and HERE and its licensors retain all right, title and interest in and to the Site and its content. All rights not expressly granted herein are reserved.

## 5. Feedback to HERE

By submitting any ideas, feedback and/or proposals ("Feedback") to HERE through the Site or other means, you acknowledge and agree that: (1) HERE may have similar development ideas to the Feedback; (2) you own the Feedback or have unlimited right to provide the Feedback to HERE and grant HERE the rights as defined in these Terms; (3) HERE is not under any obligation of confidentiality with respect to the Feedback; (4) HERE may freely use, distribute, exploit and further develop and modify Feedback for any purpose; (5) you are not entitled to any compensation of any kind from HERE; and (6) you agree not to take any action against HERE in relation to the Feedback you submit and will indemnify HERE if any party takes any action against HERE related to the Feedback you provided.

## **7. Availability of the Site**

The availability of Site and any content herein including these Terms may vary and is subject to change at HERE's sole discretion. The Site may not be available in all countries and may be provided only in selected languages.

## **8. Disclaimer of Warranties and Limitation of Liability**

The Site and its content are provided on "AS IS" and "AS AVAILABLE" basis. HERE does not warrant that the Site will be uninterrupted or error or virus-free. No warranty of any kind, either express or implied, including but not limited to warranties of title, non-infringement, merchantability, or fitness for a particular purpose, is made in relation to the availability, accuracy, reliability, information or content of the Site. You expressly agree and acknowledge that the use of and access to the Site is at your sole risk and that you may be exposed to content from various sources.

Except for liability for death or personal injury caused by its gross negligence or intentional misconduct, HERE is not liable for any direct damages caused by your use or inability to use the Site. In no case will HERE be liable for any indirect, incidental, punitive or consequential damages resulting from your use or inability to use the Site.

## **9. Links to Third Party Sites**

HERE may include to this Site access to sites and services that enable you to interact with sites and services that are owned or operated by third parties and are not part of the Site. You must review and agree to the terms and conditions of these sites or services before using these sites or services.

HERE has no control over the third party sites or services and assumes no responsibility for services provided or material created or published on these third party sites or services. A link to a third party site does not imply that HERE endorses the site or the products or services referenced on the site.

## **10. Applicable law**

The Agreement shall be construed and governed by the substantive laws of the Netherlands excluding its conflict of law provisions. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to the Agreement. The provisions of this section shall not prevent either party from seeking immediate injunctive relief in any court of competent jurisdiction.