



ESRI WEB SITE AND SERVICE TERMS OF USE

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The ArcGIS JavaScript API is owned by ESRI and is used subject to the Terms of Use found at <http://www.esri.com/termsfuse>.

Please contact ESRI if you are unsure how to give proper attribution.

3. PRIVACY AND PERSONAL ACCOUNTS

3.1 Web Site Privacy Policy. ESRI may request certain information, configuration data, or personal information to access select Services or to provide support through this Web site. ESRI will collect and use this information in accordance with our [Web Site Privacy Policy](#). You agree to the use of this information in accordance with the [Web Site Privacy Policy](#).

3.2 Passwords and Account Information. Some parts of this ESRI Web site may require you to create and use a personal account to access the Services provided. You are responsible for maintaining the confidentiality of the password for your personal account and are fully responsible for all activities that occur under your personal account unless access to your

account number, account name, or password was obtained through no fault or negligence of your own. You agree to the following:

- a. You will provide truthful and accurate information at all times when using Services provided on ESRI Web sites;
- b. You understand that using a false or incomplete name or e-mail address, impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity will result in immediate removal of your personal account and termination of any rights provided herein;
- c. You will use the Services for your individual use, and the account's name and e-mail address must be specific to you—personal accounts may not be shared with other users;
- d. You understand that sharing account information or allowing others to access your account will result in removal of your personal account;
- e. You will notify ESRI of any unauthorized use of your password or account or any other breach of security as soon as you become aware of such use or breach; and
- f. You will log off from account at the end of each session.

ESRI shall not be liable for any loss or damage arising from your failure to comply with this section.

3.3 Termination of Personal Account. ESRI reserves the right to monitor use of ESRI Web sites. ESRI reserves the right to suspend or cancel your account or access to ESRI Web sites at any time, or take any other appropriate measures in our legal capacity to enforce these Terms of Use. If you have your personal account removed from ESRI Web sites for not following these Terms of Use, you may not be allowed to return or create a personal account in the future.

4. EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY

4.1 Exclusion of Warranties. THE *SERVICES* PROVIDED ON THIS ESRI WEB SITE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN PARTICULAR, YOU UNDERSTAND THAT ESRI AND ITS AFFILIATES DO NOT WARRANT OR REPRESENT THAT THE *SERVICES* PROVIDED IN THIS ESRI WEB SITE WILL BE:

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5. TERM AND TERMINATION

5.1 Term. These Terms of Use shall continue to apply until terminated by you or ESRI. Termination may only occur as provided in this section.

5.2 Termination by You. You may terminate these Terms of Use by (a) sending a letter to the address provided herein, Attn: Contracts and Legal Services, expressing clearly in English your desire to terminate these Terms of Use ("Termination Letter") and (b) ceasing and discontinuing your use of all Services on or before sending the Termination Letter to ESRI.

Continued use of the Services after sending the Termination Letter constitutes your acceptance and agreement to these Terms of Use.

5.3 Termination by ESRI. ESRI may terminate these Terms of Use if:

- a. You have breached the terms and conditions provided in these Terms of Use through either your action or inaction;
- b. You have breached an agreement you have with ESRI relating to the use of ESRI products or services;
- c. ESRI discontinues the Services on which these Terms of Use are based; or
- d. ESRI, at its sole discretion, believes that it is in ESRI's best commercial interest to terminate these Terms of Use.

5.4 Effects of Termination. Upon termination of these Terms of Use, all rights and obligations owed by the parties shall cease except for those set forth in Sections 2, 3, and 5. Those rights and obligations shall continue indefinitely.

6. EXPORT COMPLIANCE

You may not access, upload, download, use, or export Services provided on the ESRI Web site in violation of U.S. Export Control laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and not to directly or indirectly provide or otherwise make available Services in violation of any such restrictions, laws, or regulations, or without all necessary approvals. Specifically prohibited is the use of any Services for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the Services outside the United States. Neither the Services nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (a) to any country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms of Use, you agree to the foregoing and represent and warrant that you are not located in or under the control of, or are not a national or resident of any such country or on any such list.

7. GENERAL TERMS

7.1 No Implied Waivers. The failure of either party to enforce any provision of these Terms of Use shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

7.2 Severability. The parties mutually agree that if any provision of these Terms of Use is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

7.3 Language. You agree that the English language version of these Terms of Use shall govern their interpretation. Any versions provided in a language other than English are provided for convenience only. Any inconsistencies or contradictions shall not affect the interpretation of the English language version.

7.4 Successor and Assigns. You shall not assign or otherwise transfer your rights or delegate your duties under these Terms of Use without ESRI's prior written consent. Any attempt to do so without ESRI's consent shall be void.

7.5 Governing Law, Dispute Resolution. The laws of the State of California govern your relationship with ESRI under these Terms of Use and shall be construed according to those laws without regard to conflict of laws principles. The parties agree to attempt in good faith to negotiate any conflict arising under these Terms of Use. The parties agree to submit to the exclusive jurisdiction of the state and federal courts located in San Bernardino County any and all disputes not resolved within 30 days of notice. Notice to ESRI shall only be proper if made by certified mail at the address provided herein.

7.6 Equitable Relief. You agree that your breach of these Terms of Use may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, ESRI shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

7.7 Government Users. These Terms of Use strictly govern government users' use, reproduction, or disclosure of the Services, which are considered "commercial services." No other terms or conditions shall apply unless expressly agreed in writing between you and ESRI. All rights to the Services are reserved under copyright laws of the United States

7.8 Integration. These Terms of Use constitute the sole and entire agreement between the parties relating to your use of the Services; supersede any previous agreements, understandings, and arrangements unless otherwise agreed to in writing by an authorized representative of each party; and, completely replace any existing agreements between the parties related to your use of the Service.