

# Esri Website Properties Terms of Use



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## 1. ACCEPTANCE OF TERMS OF USE

**1.1 Acceptance.** By accessing this Esri Website, You agree to be bound by this Esri Website Properties Terms of Use ("Terms of Use") between You and **Environmental Systems Research Institute, Inc. ("Esri")**, located at 380 New York Street, Redlands, California, 92373.

As used in these Terms of Use, "Services" means and includes, but is not limited to, software; data, materials, information, or content; images, photographs, animations, video, audio, or music; text, scripts, or markup code; service packs, patches, or technical support in response to requests; web services; communities, blogs, software, or data as a service (SaaS/DaaS); publicly available APIs or JavaScript libraries; documentation; or other information, electronic resource, or service provided on this Esri Website (either collectively and/or individually).

**1.2 Third-Party Content.** When using the Services, You may have the opportunity to leave the Esri Website in order to access and download additional content provided by third parties, including software, data, and imagery, as more fully described in Article 4.3 herein. You acknowledge that third party content is solely the responsibility of the third-party content provider. These Terms of Use do not convey to You any rights to access or use third-party content (including copying, distributing, creating derivative works from, or publicly displaying). Access and use of third-party content may require that You agree to different or separate terms, conditions, and restrictions. Agreeing to any such terms and conditions will be between You and the third-party content provider and will not affect these Terms of Use or any separate agreements You may have with Esri.

**1.3 Modifications to the Website or Terms of Use.** Esri reserves the right to change content provided in and access to Services at any time without notice to You. This may be done at Esri's sole discretion, for any reason including, but not limited to, legal compliance, change in Esri policy, aesthetic or technology development, or internal business or legal considerations. Esri may also, from time to time, modify or replace these Terms of Use or [Esri Privacy Policy](#), which may affect Your rights to use the Services provided. Modified or replaced Terms of Use or [Esri Privacy Policy](#) will be made available to You on the Esri Website where the Services are provided.

You understand and agree that Your accessing or use of Services after the modified or replaced Terms of Use or [Esri Privacy Policy](#) is posted will signify Your acceptance to those Terms of Use and [Esri Privacy Policy](#). You further understand that it is Your responsibility to read the then current Terms of Use or [Esri Privacy Policy](#)—Esri will not contact You letting You know they have been modified or replaced.

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**2.1 Ownership.** The Services available on Esri Website Properties and any content therein are provided to You subject to these Terms of Use. The Services may be freely available to You, but they are not in the public domain unless specified as such. Esri and its third-party providers own the Services, which are protected by United States laws and applicable international laws, treaties, and conventions regarding intellectual property or proprietary rights. These Terms of Use do not transfer any rights to redistribute, prepare derivative works from, or acquire ownership interest in Services. All rights to the Services are reserved under copyright and other intellectual property laws of the United States.

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**2.2.1 Grant of Commercial Use of the Services.** Upon Your payment to Esri of the applicable license fee(s) and Your acceptance of this Agreement, You may access, download, view, copy, and print Services available on Esri Web sites, for Your Commercial Use. As a condition of this grant of Commercial Use license, You agree to have in place a license agreement with Your third party customers the terms of which protect the Intellectual Property rights of Esri and its licensor(s). You shall maintain accurate business records, including accurate transactions records, of any such Commercial Use licenses which Esri may audit upon reasonable written notice to You. On or before the renewal date of Your authorized Commercial Use, You shall provide such written transaction records to Esri. For the purposes of this Article 2.2.1, "Commercial Use" means Your authorized use of the Services wherein You provide the Services to third parties through transactions that You and/or Your third party customers generate income, promote the generation of income, or any other means of commercial advantage or private financial gain from such use.

**2.3 Improper Use of Services.** Any rights not granted herein or otherwise agreed to in writing between You and Esri are prohibited. In particular, You may not (a) access Services or resources not made available to You through a standard web browser or Esri products; (b) reverse engineer, decompile, access, or hack Esri Services not made available to You (without consideration given to how reasonable the means used are to keep such secure); (c) use Services in such a manner as to adversely affect Esri's commercial interests; (d) alter, obstruct, or remove any proprietary rights notices provided with the Services; (e) manually or systematically harvest information contained within the Service, including any harvesting or use of the Services for training or inclusion within artificial intelligence (AI) tools or large language models (LLMs); or (f) use Services for illegal, improper, or inappropriate purposes (including, but not limited to, defamation or harassment of others; distribution of obscene or indecent material; phishing; spoofing; impersonating any person or entity; identity theft; stalking; or distribution of content in violation of the proprietary, privacy, or intellectual property rights of others). Any of the foregoing, whether merely attempted or successfully executed, is a material breach of these Terms of Use.

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## 2.4 Copyright Policy.

Copyright or other intellectual property inquiries regarding additional uses not provided herein may be submitted to Esri through a Copyright request at [copyright@esri.com](mailto:copyright@esri.com) or at <https://www.esri.com/en-us/legal/copyright-inquiry>.

Esri will 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 take down allegedly infringing materials and/or terminate the accounts of repeat infringers, as applicable. Further details of Esri's copyright policy can be found at <https://www.esri.com/en-us/legal/dmca-policy>.

**2.5 Trademarks and Logos.** "Esri," the globe logo, "Powered by Esri," and other marks used in these Esri Website Properties are trademarks, service marks, or registered marks of Esri. Other names appearing on these Esri Website Properties may be trademarks, service marks, or registered marks of their respective mark owners. These marks may only be used where authorized by Esri or permitted by law. Any use not authorized by Esri shall be considered a material breach of these Terms of Use. Additional information regarding Esri's [Copyrights and Trademarks](#) may be found online.

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**2.6 Third-Party Data and/or Imagery Licensing Terms and Use Restrictions.** Services provided by Esri Website Properties (including ArcGIS Online Services) may contain third-party data, content, or imagery. Use of third-party data, content, or imagery may be subject to such third party's license or subscription agreement or additional terms of use restrictions. Any applicable third-party license or subscription agreement may be found at <https://www.esri.com/en-us/legal/overview>. You are responsible for compliance with all applicable third-party license or subscription agreement(s). Third-party data may be provided with separate data restrictions (such as with metadata) or subject to Esri's [Use of Data Restrictions](#). The third-party license or subscription agreement(s) and any applicable terms of use restrictions may be modified by Esri from time to time, and it is Your responsibility to check for updates to these license or subscription agreements or terms of use restrictions. If a modification to any third-party license or subscription agreement or terms of use restrictions is unacceptable, You may cancel Your access upon written notice to Esri or discontinue use of the Service, as applicable. Continued use of the Service will be deemed acceptance of any modifications.

**2.7 Sharing of Your Content.** In the event You desire to make use of the content-sharing features across various Esri Website Properties, Esri communities, or other Services by uploading or publishing any of Your data, content, comments, materials, information, or imagery, You grant Esri a nonexclusive, irrevocable, royalty-free, worldwide limited license to use, store, cache, copy, reproduce, print, integrate, (re)distribute, (re)broadcast, and (re)transmit Your data, content, comments, materials, information or imagery. You also grant all end users of Esri Website Properties the right to access and use Your data, content, comments, materials, information, or imagery.

**2.8 Use of Certain Services, Requirement of Copyright or Source Attribution Notice.** Unless provided for in a separate agreement between You and Esri, any Services consisting of source code, scripts, publicly available web-based libraries (such as JavaScript libraries), APIs (such as ArcGIS APIs), or other Services used in application or website development should reference Esri and these Terms of Use in a manner adequate to make the ownership of the Services clear.

The ArcGIS JavaScript API is owned by Esri and is used subject to the Terms of Use found at: <https://www.esri.com/content/dam/esrisites/en-us/media/legal/ma-translations/english.pdf>.

Please contact Esri if You are unsure how to give proper copyright or source attribution.

### 3. PRIVACY AND PERSONAL ACCOUNTS

**3.1 Esri Privacy Policy.** Esri may request certain information, configuration data, or personal information to access select Services or to provide support through these Esri Website Properties. Esri will collect and use this information in accordance with the [Esri Privacy Policy](#). You consent to the use of this information in accordance with the [Esri Privacy Policy](#).

**3.2 Passwords and Account Information.** Some parts of these Esri Website Properties 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 unauthorized access to Your account number, account name, or password was obtained through no fault or negligence of Your own. You agree to the following:

**3.2.1** You will provide truthful and accurate information at all times when using Services provided on Esri Website Properties;

**3.2.2** 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;

**3.2.3** 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;

**3.2.4** You understand that sharing account information or allowing others to access Your account will result in removal of Your personal account;

**3.2.5** 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

**3.2.6** You will log off from Your account at the end of each session when using Services provided on Esri Website Properties;

**3.2.7** You will not post or provide as Services any information or content that is protected health information (i.e., any information that would be termed "protected health information" under the provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations) ("PHI"), unclassified controlled technical information as described in Defense Federal Acquisition Regulation Supplement 252.204-7012 ("UCTI"), or any information controlled by International Traffic in Arms Regulations (ITAR).

Esri shall not be liable for any loss or damage arising from Your failure to comply with the obligations set forth in this section.

**3.3 Termination of Personal Account.** Esri reserves the right to monitor use of Esri Website Properties. Esri reserves the right to suspend or cancel Your account or access to Esri Website Properties at any time or take any other appropriate measures in its legal capacity to enforce these Terms of Use. If You have Your personal account removed from Esri Website Properties for not complying with these Terms of Use, You may not be allowed to return or create a personal account in the future.

### 4. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

**4.1 Disclaimer of Warranties.** The Services provided on these Esri Website Properties: (i) have been produced for informational purposes to Esri end users and the geographic information system (GIS) community; and (ii) 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 noninfringement. In particular, You understand that Esri and its third-party providers and contractors do not warrant or represent that the Services provided on these Esri Website Properties will be:

**4.1.1 Available to You uninterrupted in a secure form;**

**4.1.2 Accurate or free from error; or**

**4.1.3 Fit to use in Your application, for Your purposes, or according to Your requirements or needs.**

**Esri is under no obligation to correct any errors or inconsistencies in the Services.**

**4.2 Limitation on Liability.** Esri will not be liable for direct, indirect, special, incidental, or consequential damages related to Your decision to access and use any of the Services provided on these Esri Website Properties, even if Esri is advised of the possibility of such damage. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

**4.3 Links to Third-Party Sites.** Many links on Esri website Properties link to websites owned and operated by third parties. These websites are not under Esri's control, and Esri is not responsible for information (regardless of how it is transmitted or received) or services provided by third-party websites. Any links to third-party websites provided on Esri Website Properties do not imply an endorsement, affiliation, or sponsorship of any kind and do not represent warranties of the quality of services provided by such third parties.

**4.4 Esri Website Properties User Generated Content.** The content found in the Esri Website Properties comes from a variety of sources, primarily from users. Esri disclaims any representations or warranties as to the accuracy, completeness, or truth of any material submitted or found in the discussion areas;

**4.4.1** Esri is not liable for any website links posted within the discussion areas; website links posted in the discussion areas may link to sites not administered or under the control of Esri and users must open such links at their own risk;

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**4.4.3** Esri disclaims any representations or warranties as to the confidentiality or privacy of any communication or information transmitted on the site, or any website linked to the site, or otherwise in connection with the Services; and

**4.4.4** Esri will not be liable for the privacy of e-mail addresses, registration and identification information, confidential or trade-secret information.

## **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, Attn.: Contracts and Legal Department, or an electronic message to [LegalNotices@esri.com](mailto:LegalNotices@esri.com), expressing clearly in the English language Your desire to terminate these Terms of Use ("Termination Letter") and (b) ceasing and discontinuing Your access and use of all Services on or before sending the Termination Letter to Esri. Continued access to and use of the Services after sending the Termination Letter constitute Your acceptance and agreement to these Terms of Use.

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

**5.3.1** You have breached the terms and conditions provided in these Terms of Use through either Your action or inaction;

**5.3.2** You have breached an agreement You have with Esri relating to the use of Esri products or services;

**5.3.3** Esri discontinues the Services on which these Terms of Use are based; or

**5.3.4** You: (i) commit or are alleged to have committed any criminal act or other act involving moral turpitude, illegal drugs, or felonious activities; (ii) commit any act or become involved in any situation or occurrence which brings You into public disrepute, contempt, scandal, or ridicule, or which shocks or offends the community or any group or class thereof, or which reflects unfavorably upon Esri or reduces the commercial value of our association with You; or (iii) information becomes public about You having, in the past, so conducted yourself as in (i) or (ii).

**5.4 Effects of Termination.** Upon termination of these Terms of Use, all rights and obligations owed by the parties will 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, o export, reexport or transfer any Services, or content provided on these Esri Website Properties in violation of any US export control and trade sanctions laws and regulations including but not limited to the US Department of Commerce, Bureau of Industry and Security (BIS), The US Department of State, International Traffic in Arms Regulations (ITAR) and the US Department of Treasury, Office of Foreign Assets Control (OFAC) or in violation of any other applicable laws or regulations. You agree to comply with all import, 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, content or information in violation of any such restrictions, laws, or regulations or without all necessary export authorizations and approvals. Specifically prohibited is the use of any Services, content or information provided on any Esri Website Properties for any prohibited end use or by prohibited end used users per the US government export laws and regulations.. As applicable, you will 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 content, information or technology may be downloaded, accessed, exported, used , provided or made available, either directly or indirectly, to any country subject to US government trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries. Or to any entity or individual listed on any US government restricted list. 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 US government restricted list.

## **7. GENERAL PROVISIONS**

**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 will 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 will 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 Feedback.** Esri may freely use for its business and commercial purposes any feedback, suggestions, comments, or requests for improvements to Esri products or Services that You provide to Esri without further compensation to You.

**7.5 Successor and Assigns.** You will 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 will be void.

**7.6 Independent Relationship.** You understand these Terms of Use do not create any association, partnership, joint venture, employee, or agency relationship between You and Esri for any purpose. You have no authority

(and will not hold yourself out as having authority) to bind Esri and will not make any agreements or representations on our behalf without our prior written consent.

**7.7 Governing Law, Dispute Resolution.** The laws of the State of California govern Your relationship with Esri under these Terms of Use and will 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. For any and all disputes not resolved by the parties within thirty (30) days' notice, the parties agree to submit to the exclusive jurisdiction of the state and federal courts located in San Bernardino County. Notice to Esri will only be proper if made by certified mail at the address provided in these Terms of Use.

**7.8 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 will 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.

**7.9 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 will apply unless expressly agreed in writing between You and Esri.

**7.10 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.