

## SERVICE TERMS AND CONDITIONS

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Welcome to the future of mapping! We're glad You're here.

This website, [ramani.ujuizi.com](http://ramani.ujuizi.com) ("the Site"), is owned and operated by Ramani B.V. ("RAMANI", "We" or "Us"), under an agreement with the European Space Agency ("ESA").

The Site offers access to a cloud computing environment (Ramani Cloud), consisting of a platform for managing available sets of geospatial data through dedicated application program interfaces (APIs). The available geospatial data sets, which are provided by Us or by third parties, can be visualized on the Site at <https://ramani.ujuizi.com/maps>.

By using the Site and any of the offered services (collectively, the "Services"), You agree to be bound by the current Service Terms and Conditions and any future modifications (collectively, the "Terms"). Please read them carefully. If You don't agree to these Terms, You shall not use the Services.

### Signing up

In order to access the Ramani Cloud, use the APIs, upload Your own content, serve data hosted by Us through Your application, create added-value products to Your application through our Services, You must sign up to our Services by creating a Ramani Cloud Account.

By signing up, You are granted a free of charge, non-exclusive, revocable license to use the Services binding to all conditions defined in these Terms. This license is granted to You, during the validity of the current Terms, only for the purpose of prototyping applications based on the use of Earth Observation (or derived) data, for non-commercial and exclusively peaceful purposes and according to the "Fair Use Policy" outlined below.

You must be 13 years or older to use the Services. By registering as a user or providing personal information on the site, You represent that You are at least 13 years old.

### Our Services

Our Services are accessible exclusively through the credentials You supply when signing up and through an API key tied to Your Ramani Cloud Account (for programmatic access only).

By using Your Ramani Cloud Account and API keys, You will be able to:

1 - Use the Services and its APIs to prototype online services and online, desktop, or mobile applications (collectively, "Your Apps"), and

2 - Make usage of the Services available to Your end users, in connection with their use of Your Apps, at no cost and for exclusively peaceful purposes.

The usage of our Services shall be subject to the following conditions:

In any and all usage, public or private, You must provide attributions for the usage of the Services, by acknowledging that Your App was "*Developed by using Ramani Services from Ramani B.V., upon funding from the European Space Agency*", in addition to any attribution required by the particular dataset(s) being used (as described in the section "Our Content" of the current document).

When You use our APIs, each request to an API must include one of Your account's unique API keys. Please carefully guard the security of Your Ramani Cloud credentials and monitor the use of Your API keys, including those issued for sub-users under Your account. You are responsible for all use of the Services under Your account, whether or not authorized, including any use of Your API keys. Should You detect any unauthorized usage of Your Ramani Cloud account and/or API keys, You shall promptly report to Us (via a message to [ramani@ujuizi.com](mailto:ramani@ujuizi.com)).

## **Our content**

Through the Services, we make available to You the maps, map tiles, and map data hosted in the Ramani Cloud Digital Library (collectively “Hosted Maps”), which are provided by Us or third parties (collectively “Data Providers”).

All Hosted Maps offered via the Services is and remains the property of the Data Provider, who is the irrevocable owner of the data.

The usage of the Hosted Maps shall be subject to the following conditions:

1 - Access to the Hosted Maps is allowed exclusively via the Services. You shall not scrape or download the Hosted Maps and/or Public Maps in bulk, nor shall You permit Your end users to scrape or download Hosted Maps and/or Public Maps in bulk.

2 - Any usage of the Hosted Maps (including publication, modification, adaptation and/or combination with other data on our Services) is allowed only as long as all usage abides to the licensing conditions set forth by the Data Provider<sup>1</sup>.

3 - Caching of the Hosted Maps, through Your services and applications, on the devices of Your end users (e.g., servers, desktops, laptops, smartphones, or tablets) for offline use is allowed only under the condition that each device populates its cache using direct requests to our Services, and that the content from a cache is consumed only by a single end-user.

4 - You shall not redistribute any data acquired via our Services, nor shall You permit Your end users to redistribute, modify and / or adapt said data, including from a cache, by proxying, or by using a screenshot or other static images instead of accessing maps through our APIs.

5 - In any and all usage (even partial) of the Hosted Maps, You shall provide attribution to the Data Provider of the Hosted Maps You use, in compliance with the accreditation defined by the Data Provider<sup>2</sup>. You understand that the fact that We offer "branding-free maps" does not waive Your responsibility to provide attributions to Us and to the Data Providers.

We and any affected Data Provider(s) hold the right to seek compensation for damages and costs in case of willful misconduct on Your part. This may be waived at our and Data provider(s) discretion in case unauthorized use of Your account has been promptly notified.

Upon written notice to You, We or our suppliers may audit Your use of the Services and of the Hosted Maps to ensure it is in compliance with these Terms. These license Terms are intended for the direct benefit of Ramani’s third party suppliers and may also be enforced directly by those suppliers.

## **Your Content**

On the Ramani Cloud, You may upload Your own data (collectively “Your Content”) to use it privately through the Services, in compliancy with the current Terms.

You warrant, represent, and agree that You have all rights to upload Your Content and to make it available through the Services. If the data contributed is not an original creation or is derived in any way or form from other work You are responsible to ensure that it can be contributed, hosted and distributed on third-party platforms such as our Services.

You retain and maintain full ownership of Your Content.

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<sup>1</sup> The Terms and Conditions of Usage for each single Hosted Map are specified at [https://ramani.ujuizi.com/docs/dataset\\_info](https://ramani.ujuizi.com/docs/dataset_info) and within the “Rights” metadata field of each Hosted Map.

<sup>2</sup> Accreditations information is made available at [https://ramani.ujuizi.com/docs/dataset\\_info](https://ramani.ujuizi.com/docs/dataset_info) and within the “Credits” metadata field of each single Hosted Map.

However, in order to allow Us to enhance the use of the Services in relation to Your Content, You hereby grant Us a non-exclusive, worldwide, royalty-free, transferable right and license, to use, copy, cache, publish, display, distribute, modify, create derivative works on Your Content as well as to host and mirror Your Content and such derivative works on our distributed platform worldwide, with the right to sublicense such rights to our platform suppliers for the sole purpose of enhancing the Services, without any right to distribute Your Content to any third party. You warrant, represent, and agree that You have the right to grant Us these rights on Your Content. On termination of Your Ramani Cloud account, We will make all reasonable efforts to remove from the Site and cease use of Your Content with immediate effect; however, You recognize and agree that caching of, or references to, Your Content may take some time to be erased.

### **Fair Use Policy**

In order for Us to be able to offer to all users our Services according to the conditions set forth in this agreement, You have to comply with the following fair use rules:

1 – You shall not exceed the limit of 150 seats; a seat is a distinct end user (i.e., an actual human being) that can access an application or web service You provide. Multiple users are not allowed to use the same seat, even if they use it at different times.

2 – You are not restricted or limited in the number of API requests. However, should we detect a usage pattern that negatively affects our Services we will temporarily impose restrictions on concurrent requests.

Exceptions to this Fair Use Policy may be temporarily allowed for particular needs, upon written notice and agreement, only for and during events and initiatives supported by ESA such as Hackatons and AppCamps. Any exception related to commercial usage or in potential breach of the conditions set by Data Providers will not be considered.

Should We detect any violation of this Fair Use Policy, We may implement temporary capacity restrictions without prior notice.

### **Account cancellation or suspension**

We don't want You to leave, but You may cancel at any time.

The limited license granted by this agreement terminates automatically, without notice to You, if You breach any of these Terms. Upon termination of the limited license, You agree to immediately destroy any materials downloaded from the Services. In addition, We may cancel or suspend Your Ramani Cloud account for any reason by providing You thirty (30) days advance notice. Upon cancellation or suspension, Your right to use the Services will stop immediately. You may not have access to data that You stored on the Site after We cancel or suspend Your Ramani Cloud account. You are responsible for backing up Your Content. Under no circumstances shall Ramani B.V. or any other party be liable for any damages in the event of a suspension or cancellation of Your account or any loss of data.

### **Warranty and Liability**

You accept the Service and the Hosted Maps “as is”.

Neither RAMANI nor any Data Provider guarantees the accuracy and completeness of the Hosted Maps or its suitability for Your activities. In particular, neither We nor any Data Provider shall be held liable for any damage resulting from the usage (or from discontinuation) of the Services or of the Hosted Maps by Yourself or by any end user of Your Apps. You shall hold harmless Ramani B.V. and the Data Providers from any claim from end users resulting from the usage of the Service. In no event shall the total liability of RAMANI exceed 0 EUR. RAMANI disclaims any and all warranties.

### **Validity, duration and changes to services or terms**

Under the agreement with the European Space Agency ("ESA"), we will make the Services available under the Terms set forth in this document until July 1, 2018.

We might revise these Terms at any time and We will provide reasonable notice to You of any revisions. Your continued use of the Services constitutes Your binding acceptance of the new Terms.

We might change the features and functions of the Service over time, including APIs. We will endeavor to avoid changes to our APIs that are not backwards compatible. In case any such changes become necessary, We will use reasonable efforts to notify You prior to implementation. It is entirely Your responsibility to ensure that calls or requests You make to the Services are compatible with then-current version of Ramani APIs.

### **Confidentiality**

We undertake to hold Your personal data (including API requests, IP address, geographic origin and originating user for all accesses via API keys) in compliance with the European Data Protection Directive<sup>3</sup> and the corresponding implementation in the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens, "Wbp"*). By signing up You authorize Us and our suppliers to

- use Your personal data for providing the Services and for statistical as well as monitoring purposes;
- share statistical information with ESA for the purpose of monitoring the operations level and the popularity of the Service; and
- share statistical information about usage of the Hosted Maps with Data Providers only with respect to the level of usage of their own Hosted Maps.

### **Governing Law**

These Terms and Conditions are enforced in accordance with The Netherlands Law, with exclusive jurisdiction to deal with any dispute that arises out of or in connection with this agreement.

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<sup>3</sup> Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data; Regulation (EC) No 45/2001 (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.