

# ONEGEO Terms of Service

Effective date: 2022-08

## Provider

**ONEGEO GmbH** Danziger Strasse 118 10405 Berlin, Germany

VAT ID: DE352203910

## Services

**ONEGEO** will provide services described in accordance with our Service Level Agreement.

We grant to you a non-exclusive, non-transferable license to access and use our content in commercial applications.

## Restrictions

Each request to **ONEGEO** API must include your access token. You are responsible for all use of the services under your account.

You may not bulk download assets.

You may not knowingly use our service for critical businesses where the use or failure could lead to death, injury or significant property damage.

You may not modify, reverse engineer or attempt to derive any source code from our services.

You may not knowingly use the services in any manner that could damage, disable, or overload the services.

## Copyright

**ONEGEO** uses geometry and attribute information from OpenStreetMap, the free wiki world map which is available under Open Database License (ODbL).

**ONEGEO** also uses information from other open or proprietary sources which are subject to their respective licenses. These sources are not part of and not connected to OpenStreetMap.

All modification, combination, aggregation and derivation of data is copyrighted by **ONEGEO**.

## Confidentiality

Each party may use confidential information only to exercise its rights and fulfill its obligations under this agreement. The parties and their employees and agents shall not disclose the other party's confidential information to any third party.

## Charges and Payment

All international fees are stated in US Dollars. Payments within EU may be in Euros with VAT exemption (EU VAT ID required). Fees do not include taxes. You agree to declare and pay all sales, gross receipts, value-added or other taxes with respect to this agreement.

You must pay **ONEGEO** within 15 days of receipt of an invoice, and you must pay by international bank transfer or credit card. You are solely responsible for any bank fees, or other fees resulting from charges billed by **ONEGEO**.

You agree to pay the fees for selected term in advance. All charges are non-refundable.

## Limitation of Liability

The licensor does not make warranties of fitness, accuracy and non-infringement of third parties rights.

Under no circumstances shall either party be liable for any special, indirect, incidental, or consequential damages (including loss of profit, or data) arising out of this agreement or that result from your use or the inability to use the services.

In no event shall the total liability of either party for all damages, losses, and causes of action arising out of or relating to this agreement or your use of the services exceed the fees paid to **ONEGEO** in the twelve months period prior to the date in which the damage occurred.

## Term

This agreement will automatically renew for selected term. Either party may terminate automatic renewal by providing notice to the other party at least 30 days prior to the end of the term.

## General

All claims relating to this agreement will be governed by German law, and will be litigated exclusively in the courts of Berlin, Germany.