

# Acceptable Use Policy

## ACCEPTABLE USAGE POLICY-NETWORK

Any terms in capitals not defined in this Acceptable Usage Policy (AUP) will have the same meaning as in your Service Level Agreement. This AUP shall apply to anybody who uses GIS4Mobile's services. Any reference to "you" shall be interpreted to mean you and anybody you allow to use the aforementioned services.

## HOW WE UPDATE OUR ACCEPTABLE USAGE POLICIE

The way you use our Services is changing all the time so we may need to change our AUP to adapt to our customer's needs. Our latest AUP will always be posted on our website so please keep checking for updates.

## MANAGEMENT POLICY

We continuously monitor and efficiently manage the performance of GIS4Mobile to ensure that we provide sustainable quality service to our customers. Should there be exceptional high traffic / CPU load, GIS4Mobile may, for the sake of our other customers, contact you in order to ensure the optimal technical performance of the system.

## CLIENT RESPONSIBILITY

You will be solely responsible for your use of GIS4Mobile software. If you have queries concerning the legality of your actions, please do not hesitate to contact us at [support@GIS4Mobile.dk](mailto:support@GIS4Mobile.dk).

## PERMITTED USE

Irrespective of the purpose for which you have subscribed to our services, our AUP will apply to you and those who you allow to use GIS4Mobile's Network Services. You may utilize our services only for lawful purposes in accordance with all laws, statutes and regulations in force from time to time in Denmark ("Laws"). Hence, you prohibited from using doing an act that:

- Transgresses illegal images.
- Disrespects religious material without prior agreement;
- Violates any law;
- Is defamatory, offensive, abusive, indecent, obscene, or constitutes harassment;
- Is or may be harmful to minors;
- Promotes or encourages illegal or socially unacceptable or irresponsible behavior;
- Is in breach of any third party rights (including any third party intellectual property rights);
- Has any fraudulent purpose or effect or involves you impersonating another person or otherwise misrepresenting yourself as the source of any communication; or
- Damages or may damage our name and/or reputation or the name and/or reputation of our sub-contractors or agents.

If you have committed any of these unacceptable activities or possess any unauthorized material, GIS4Mobile reserves the right to remove the data and disable your access immediately and seek

compensation for labor coverage, fire damage and other forms of compensation. Furthermore, such violation may be reported to the police.

## COMPLAINTS

If you wish to notify us of a breach of this AUP, or if you are subjected to any complaint for any such breach, GIS4Mobile may, whether precautionary or curative, take the following actions:

- Block any electronic communication that we reasonably consider to have breached this AUP;
- Suspension of access to, and use of, GIS4Mobile until such time as we are satisfied the breach has stopped;
- Immediately termination of GIS4Mobile Contract;
- Be the subject of an investigation pertaining to the alleged breach of the AUP, which may include information-gathering and data examination;

In special cases, GIS4Mobile reserves the right, and shall be entitled to, briefly suspend the customer benefits.

## DISTRIBUTION OF INFORMATION

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when GIS4Mobile is:

- (1) Permitted or required by law;
- (2) Trying to protect against or prevent actual or potential fraud or unauthorized transactions; or,
- (3) Investigating fraud that has already taken place.

## INTELLECTUAL PROPERTY AND MARKS

Material posted to this site is copyright protected. This includes intellectual property, service/trademarks, patents and copyrights. Unless expressly authorized by GIS4Mobile website, content here may not be redistributed without our consent.

## DISCLAIMER OF WARRANTIES

GIS4Mobile's website content is provided without warranty, express or implied. Information is provided for customers with a mutual understanding that information posted is continually changing. Reliance on the materials posted on GIS4Mobile's website is at customer's own risk.

## INDEMNITY

You shall hold harmless GIS4Mobile and its employees from costs, claims and responsibilities including legal costs that culminate from use of this site. We retain the right to undertake defense of claims. This includes indemnity toward such events to the inclusion of your cooperating with GIS4Mobile in legal matters.

## JURISDICTION

Usage is governed and understood based on Danish law to the exclusion of conflicting legal principles in other jurisdictions. GIS4Mobile website visitors understand claims against our Usage Policy may be filed within Danish courts only.

## REMEDICATION

GIS4Mobile is not culpable for damages including non-direct, extraordinary, incidental, consequential or contractual culminating from use of this site. The aforementioned limitations are the basis of the agreement between GIS4Mobile and its customers. The exclusive remedy for legal settlement is limited to the amount paid by the customer for the product or service purchased.