

USE OF SERVICES IN ANY MANNER, INCLUDING BROWSING OR ACCESSING THIS SOLOGICAL SOLUTIONS WEBSITE, CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO THESE TERMS OF USE. YOU ARE RECOMMENDED TO READ THESE TERMS OF USE THOROUGHLY AND MAKE SURE THAT YOU UNDERSTAND THEM BEFORE ACCEPTING THEM.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, STOP ACCESSING THIS WEB SITE IMMEDIATELY. SOLOGICAL SOLUTIONS ONLY PERMITS ACCESS TO AND USE OF THE SOLOGICAL SOLUTIONS' WEBSITES UPON ACCEPTANCE OF THESE TERMS OF USE.

## **01. YOUR AGREEMENT WITH SOLOGICAL SOLUTIONS FOR ACCESS TO GIS247**

01.01 Your use of Sological Solutions' web site GIS247 (accessible through but not limited to the domain [www.gis247.com](http://www.gis247.com)) and services, products and files available through that website (referred to collectively as the "Services" in this document) is subject to the terms of a legal agreement between you and Sological Solutions. "Sological Solutions" means Sological Solutions, whose principal place of business is 15 Whitehall Court, Upper Saxondale, Radcliffe-on-Trent, Nottingham, NG12 2NJ, United Kingdom. This document explains the structure of the agreement and sets out the terms of that agreement.

01.02 Unless otherwise agreed in writing with Sological Solutions, your agreement with Sological Solutions will always include the terms and conditions set out in this document. These terms and conditions are referred to below as the "Terms".

01.03 The Terms form a legally binding agreement between Sological Solutions and the "Subscriber". The Subscriber shall refer to the Company purchasing access to use the Services and to each individual employee of the "Company" using the Services. The "Company" is identified on the GIS247 Order Form as the Company requesting use of the Services.

01.04 By accessing the Services provided at Sological Solutions' web sites, you agree to be bound by the General Terms.

01.05 Additional terms and conditions may apply (and will be presented to you) when accessing certain Services. Use of additional Services is subject to the appropriate written agreement or click-through licence provided on initial access of such additional Services. These additional terms, referred to below as "Additional Terms", will be in addition to the General Terms.

01.06 Where the "Additional Terms" contradict any term held in the General Terms, the Additional Terms will take precedence for that individual term only. This will not affect the application or interpretation of the other terms, whether in General Terms or Additional Terms, that apply.

01.07 Sological Solutions reserves the right to alter access to Services at any time without notice to you. This may be done, but not limited to, restrictions put in place at certain times due to, but not limited to, demand, overuse, hardware or software failure, contravention of any of the terms by you, electrical outages, communications network failure. Sological Solutions is not liable for any losses or implications from your inability to access the Services, whether in or out of Sological Solutions control.

01.08 Sological Solutions may, from time to time, modify or replace these Terms. Modified or replaced terms will be made available to you on the Sological Solutions web sites where the Services are provided. Sological Solutions will not notify you if the Terms have been modified or replaced.

01.09 You understand and agree that by accessing or using the Services after the Terms have been modified or replaced will signify your full acceptance of the current Terms. You understand that it is your responsibility to read the current Terms as and when you access the Services.

01.10 Your use and access of the Services are also dependent on your acceptance of the Sological Solutions Privacy Policy, which may affect your rights to use the Services. The Privacy Policy will be available to you on the Sological Solutions' websites where the Services are provided.

01.11 Sological Solutions may, from time to time, modify or replace the Privacy Policy. Sological Solutions will not notify you if the Privacy Policy has been modified or replaced.

01.12 You understand and agree that by accessing or using the Services after the Privacy Policy has been modified or replaced will signify your full acceptance of the current Privacy Policy. You understand that it is your responsibility to read the current Privacy Policy as and when you access the Services.

01.13 The headings incorporated within the Terms and Privacy Policy are for convenience only and shall not affect the interpretation of the Agreements

01.14 Sological Solutions is not liable for your failure to comply with these terms and reserves the right to prevent access to the Services if it believes that you have contravened any part of the Terms.

01.15 In order to use the Services, you must firstly agree to the Terms and Privacy Policy. You may not use the Services if you do not accept the Terms.

01.16 You can accept the Terms by:

A) clicking to accept or agree to the Terms, where this option is made available to you by Sological Solutions in the user interface for any Service (e.g. when requesting access to the Services by completing the relevant application or order form on a Sological Solutions' website); or

B) by actually using the Services. In this case, you understand and agree that Sological Solutions will treat your use of the Services as acceptance of the Terms from that point onwards.

01.17 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Sological Solutions, or (b) you are a person barred from receiving the Services under the laws of the United Kingdom or other countries including the country in which you are resident or from which you use the Services. If you are unable to accept the Terms, you must cease all use of the Services immediately.

## **02. LANGUAGE OF THE TERMS**

02.01 If Sological Solutions has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with Sological Solutions.

02.02 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

## **03. PROVISION OF THE SERVICES**

03.01 Sological Solutions reserves the right to change the content provided in the Services at any time without notice to you. This may be done at Sological Solutions sole discretion, for any reason, but not limited to internal business or legal considerations, technology development, change in Sological Solutions policy.

03.02 You acknowledge and agree that Sological Solutions may stop (permanently or temporarily) providing the Services (or any features within the Services) to you at any time under its discretion within its obligations stated in 03.04 OR if you contravene any of the terms of this agreement.

03.03 You may stop using the Services at any time. You do not need to specifically inform Sological Solutions when you stop using the Services.

03.04 Sological Solutions will permit your access to the Services for the duration of your license to use such Services with the understanding that such access may have to be limited at certain times due to, but not limited to, demand, overuse, maintenance, hardware or software failure, contravention of any of the terms by you, electrical outages, communications network failure and any other factor, natural or otherwise, that may inhibit your access to the Services. Sological Solutions is not liable for any losses or repercussions from your inability to access the Services, whether in or out of Sological Solutions control.

03.05 You acknowledge and agree that if Sological Solutions disables access to your account, you will be prevented from accessing the Services. This may happen, but not limited to, if Sological Solutions has reason to believe that you have contravened the Terms and/or if full payment for the Services has not been made by an agreed date.

03.06 You acknowledge and agree that while Sological Solutions may not currently have set a fixed upper limit on the number of users or on the number of users simultaneously accessing the Services, such fixed upper limits may be set by Sological Solutions at any time, at Sological Solutions' discretion.

03.07 You acknowledge and agree that whilst the administrator of your access to the Services can add user accounts, Sological Solutions can disable access to a user account or delete a user account if it believes that an account is being used in a manner that contravenes the Terms.

03.08 You understand that Sological Solutions has the right to refuse a licence if we believe that any attempted purchase of a licence is being made with the intention of contravening any of the Terms.

03.09 You agree that the definition of an organisation for the purpose of purchasing a licence to GIS247 is at the sole discretion of Sological Solutions.

#### **04. USE OF THE SERVICES**

04.01 You agree to use the Services only for purposes that are permitted by the Terms.

04.02 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided by Sological Solutions.

04.03 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services).

04.04 You agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

04.05 Usage of the Services must only be for the legal and authorised use of the Services. Duplication is restricted to the ability for registered authorised users to download specific resources, namely course exercises and course factsheets (as pdf files) and data files (as zip files). You may not subsequently duplicate, transmit, share, email, copy these resources to any other person, whether you believe that they are licenced to use the Services or otherwise or use the resources in any way not explicitly authorised by the Terms.

04.06 In order to access the Services, a Subscriber is required to provide information (such as identification or contact details) as part of the registration process for the Service, and to maintain such information accurately as part of continued use of the Services. You agree that any registration information you give to Sological Solutions will always be accurate, correct and up to date.

04.07 As a Subscriber, you agree to permit Sological Solutions to send you service reminder emails to your registered email address to inform you of your licence status, including but not limited to, warning messages when your licence is nearing expiry. Warning messages concerning licence expiry will be sent a minimum of one month prior to your licence expiry date.

04.08 You agree that you will not use your access to the Services to provide any 3rd party (either a company, individual or individuals) with access to the Services through your account. Such access (either intentional or unintentional) would be deemed to be a serious breach of your obligations under this agreement and would result in the immediate cessation of access to your account and the Services.

04.09 You agree to not access the Services in any way to supply the Services to a 3rd party by broadcasting or playing the Services through any visual or audio medium or retransmitting the Services via any device (including but not restricted to tape recording, video recording and internet transmission).

04.10 You agree to not access, broadcast or arrange visual or audible access to any part of the Services through any medium as part of any demonstration, seminar or similar, or public event, where the material may be viewed with any degree of likelihood by people, organisations or entities who do not have permission to access the site through your Company licence.

04.11 Sological Solutions reserves the right to legal representation to recover any losses (either monetary or otherwise) in the event of any breach or abuse of access to the Services.

04.12 You agree to not manually or systematically, via a computer program or any other medium, harvest information contained within the Services.

04.13 You agree to not record or duplicate the information contained in the Services through any medium. You agree to not transcribe, use speech to text conversion (manual or software-based), or record any of the material contained in the Services using any device or recording equipment whatsoever, whether digital, analog, manual or any other process.

04.14 Any rights not granted herein are prohibited.

## **05. LICENCE AND PAYMENT**

05.01 You understand that your access to the Services is based on a time-limited licence, with the fee payable prior to initial access to the Services. This licence will be of 12 or 24 month duration unless a different term is agreed in writing with Sological Solutions.

05.02 The duration of a licence can not be reduced in duration other than by your termination of your access. Your right to terminate is outlined in section 11 of the Terms. Note that no fee is refundable, in part or in whole, if you decide to terminate your use of the Services.

05.03 Your licence will grant you access to the Services depending on the type of licence purchased. Licences may be restricted in terms of, but not limited to, the software to which material available through the Services relates.

05.04 Your access to the Services is dependent on the payable fee being received in full prior to initial access. You understand that this fee is non-refundable, in part or in whole, for any reason.

05.05 Additional services may be purchased during your licence, such as access to material for other software titles or training support. Access to such additional services is governed by the terms in this agreement. Any such upgrade to your licence will be timed from the purchase date of the initial licence unless agreed in writing by Sological Solutions. Payment must be made in full for any upgrade before your licence is upgraded to incorporate the additional Services.

05.06 If you purchase training support, this does not guarantee that we will resolve a training support issue. Full terms and conditions related to the Training Support packages will be made available to you at the time of support purchase. The Training Support terms are additional to the Terms outlined herein and do not grant any additional rights over the Services whatsoever.

05.07 Access to the Services can only be maintained after expiry of your licence by agreeing to and paying for the licence to be renewed. Such renewal should be agreed in advance of an existing licence's expiry in order to avoid interruption to your access to the Services.

05.08 If a licence lapses and is renewed at a later date, the new licence will run from the new purchase date, not from the old licence's expiry date.

05.09 Each Company can register one email suffix per licence to which all user's account logins must adhere. Sological Solutions reserves the right to limit the number of users assignable to an email suffix for any reason, but in particular if Sological Solutions believes that the number of users assigned or to be assigned by a Company will lead to a detrimental level of operation of the Services. Such a limit may be set prior to a licence being purchased or whilst a licence is in use. If a decision is taken to enforce a permanent limit on the number of users permitted by a Company after the licence's start date, an explanation will be sent (either in writing or email) to the GIS Training Administrator for that Company. Such a restriction will be put into place without the right to a refund of licence fee, in whole or in part.

05.10 Each Company must have the necessary ownership and legal right to use the domain nominated to be used with GIS247.com. All responsibility for the choice of domain rests with the Company.

05.11 Individual licencees must nominate a single email address to use with their individual GIS247 licence. Sological Solutions reserves the right to reject any email address that it identifies as inappropriate (for any reason), including but not limited to, the use of generic email address domains such as @yahoo.com and @hotmail.com.

05.12 If deemed appropriate, Sological Solutions may, but is not required to do so, offer an alternative licence arrangement where a Company can register more than one email suffix for additional fee(s) or free of charge (at Sological Solutions' sole discretion). Such an arrangement will only be arranged in writing prior to such a licence being put into place. Any 'secondary domains' registered to a licence must adhere to all requirements outlined in these terms and conditions.

05.13 If Sological Solutions enters into a special arrangement with a Company to offer an alternative licence, this does not bind Sological Solutions to offer a renewal of such a licence or to offer a similar licence arrangement to any other Company.

05.14 Each Company must appoint a GIS Training Administrator who will be given rights to administer that company's user accounts. The GIS Training Administrator has the same obligations to maintaining account and password security as individual users (see section titled "Your Passwords and Account Security").

05.15 It is the GIS Training Administrator's responsibility to add and/or remove users from their Company's account. The Administrator is not permitted to assign an account to an individual who is not employed by that Company.

05.16 The Administrator must not assign a user account or permit access via any account to any individual who is not employed by the approved Company for whom the Administrator is working at the time of the licence commencement. This means that third-party contractors, consultants, self-employed individuals and entities, and other individuals of similar or uncertain status, are excluded from being permitted to access or be granted an account. If in doubt, please contact Sological Solutions for guidance prior to granting an account to a user whose status is uncertain. Failure to contact Sological Solutions in such an instance may lead to licence termination for all users of a Company.

05.17 The Administrator must not assign a user account or permit access via any account to any individual working for a Company that has a competitive interest in the Services without prior written agreement from Sological Solutions.

05.18 As part of your licence to use the Services, Sological Solutions grants you a limited licence to access and use any datasets that are made available through the Services. You are permitted to use these datasets only for the completion of the instruction exercises made available as part of the Services and can not be used for any commercial means, distributed or reproduced in any way, either in whole or in part. All datasets are copyright Sological Solutions unless expressly stated.

05.19 Sological Solutions is not responsible in any way for your failure to adhere to term 05.14. Any breach of this term is entirely at your own risk. Note that the datasets supplied are either fictitious in terms of spatial and/or attribute data or have been significantly altered to render them useless in any way outside of the Services. Any work you undertake on the datasets, in breach of the activities permitted under term 05.14, is entirely your responsibility and will be deemed a breach of this agreement.

05.20 Upon payment of the applicable licence fee(s) and your acceptance of the Terms, you may access and view the Services available wherein such access does not breach any of the terms of this agreement.

05.21 By using the Services, you represent that you are at least 18 years of age. If you are a minor, you are not eligible to use the Site and we strongly recommend you provide no personal information through the Site. The GIS Training Administrator must not grant access to anybody known to be or suspected to be a minor.

05.22 Sological Solutions reserves the right to refuse registration of or cancel a user account or Company licence in its sole and absolute discretion.

05.23 You agree that Sological Solutions may use your Company name and logo on its advertising material and websites as a recognised user of the Services. You may withdraw this agreement by marking the appropriate option on the Order Form when requesting a licence.

## **06 YOUR PASSWORDS AND ACCOUNT SECURITY**

06.01 You agree that you are fully liable and responsible for keeping your account details private and must not disclose your account details or password to any third party at any time for any reason, unless specifically required to do so by law. You agree to immediately inform Sological Solutions if such a requirement is placed upon you.

06.02 You agree to not permit any third party to use your account and specifically, although not limited to, permitting an unauthorised user access to the Services via your account.

06.03 Accordingly, you agree that you will be solely responsible to Sological Solutions for all activities that occur under your account.

06.04 You agree to not bypass any account login requirements in order to gain access to the Services.

06.05 If you become aware of any unauthorised use of your password or of your account, you agree to notify Sological Solutions immediately at <http://www.gis247.com/contact>.

06.06 You agree that you are solely responsible for (and that Sological Solutions has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Sological Solutions may suffer) of any such breach.

06.07 You understand that providing any false information, such as but not limited to a false or incomplete name or email address, impersonating another person, company or entity, or misrepresenting your affiliation with another person, company or entity will result in immediate termination to your access, removal of your account and termination of any rights to use the Services.

06.08 You will logoff from your account at the end of each session or if you believe that you will be away from your computer for a period of time. The website will log you off automatically after a set period of inactivity.

06.09 Sological Solutions will not be liable for any loss or damage from your failure to comply with the terms set out in this agreement.

06.10 If Sological Solutions deems it necessary to remove your account, you may not be allowed to return or create a new account in the future.

06.11 Sological Solutions reserves the right to refuse a user account for any user whilst permitting other users from the same company to continue access.

06.12 Sological Solutions reserves the right to refuse access to all users from a company if the Terms are breached.

## **07. PRIVACY AND YOUR PERSONAL INFORMATION**

07.01 For information about Sological Solutions' data protection practices, please read Sological Solutions' privacy policy at <http://www.gis247.com/privacy>. This policy explains how Sological Solutions treats your personal information, and protects your privacy, when you use the Services.

07.02 You agree to the use of your data in accordance with Sological Solutions' privacy policies.

## **08. CONTENT IN THE SERVICES**

08.01 You agree and recognise that all information (such as data files, written text, computer software, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole copyright of Sological Solutions. All such information is referred to below as the "Content".

08.02 You should be aware that all Content of the Services is protected by intellectual property rights owned by Sological Solutions. You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part).

08.03 You understand that by using the Services you use the Services at your own risk. Sological Solutions is not responsible for any work undertaken on the basis of the Content or any repercussions from such work.

08.04 You agree that you are solely responsible for (and that Sological Solutions has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which Sological Solutions may suffer) by doing so.

08.05 You understand that Sological Solutions does not supply or provide or have any control over the content of the GIS software that is the subject of the Services. Your purchase of a licence to access the Services does not include a licence to the GIS software itself.

08.06 You understand that your use of the software is entirely at your own risk and should be pursuant to your legal requirements under your licence agreement with the software vendor(s).

08.07 You understand that Sological Solutions is unable and does not grant any licence for your use of the GIS software that is the subject of the Services. You must enter into a separate licence agreement with the software vendor(s) to legally use the software. By accessing the Services, you warrant that you do so in accordance with the requirements under the software licence and that vendor licencing agreements will not be breached.

**09. PROPRIETARY RIGHTS**

09.01 You acknowledge and agree that Sological Solutions own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Sological Solutions and that you shall not disclose such information without Sological Solutions' prior written consent.

09.02 Unless you have agreed otherwise in writing with Sological Solutions, nothing in the Terms gives you a right to use any of Sological Solutions' trade names, trade marks, service marks, logos, domain names, and other distinctive brand features.

09.03 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

09.04 Unless you have been expressly authorised to do so in writing by Sological Solutions, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names or logos.

**10. LICENCE FROM SOLOGICAL SOLUTIONS**

10.01 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the contents of the Services or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by Sological Solutions, in writing.

10.02 Unless Sological Solutions has given you specific written permission to do so, you may not assign (or grant a sub-licence of) your rights to use the Services, or otherwise transfer any part of your rights to use the Services.

**11. TERMINATION**

11.01 The Terms will continue to apply until terminated by either you or Sological Solutions as set out below.

11.02 If you want to terminate your legal agreement with Sological Solutions, you may do so by (a) notifying Sological Solutions at any time and (b) closing your accounts for all of the Services which you use, where Sological Solutions has made this option available to you. Your notice should be sent, in writing and clearly in English, to Sological Solutions' address which is set out at the beginning of these Terms.

11.03 Sological Solutions may at any time, terminate its legal agreement with you if:

11.03A you have breached any provision of the Terms either through your action or inaction (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or

11.03B Sological Solutions is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful).

11.04 Nothing in this Section shall affect Sological Solutions' rights regarding provision of Services under Section 3 of the Terms.

11.05 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Sological Solutions have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions shall continue to apply to such rights, obligations and liabilities indefinitely.

11.06 You understand that if you or Sological Solutions terminates the agreement for any reason, any fees that you have paid for access to the Services are non-refundable in part or in whole.

## 12. EXCLUSION OF WARRANTIES

12.01 The Services are provided "as is" and Sological Solutions gives you no warranty with respect to them, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

12.02 In particular, Sological Solutions do not represent or warrant to you that:

- A) your use of the Services will meet your requirements,
- B) your use of the Services will be uninterrupted, timely, secure or free from error,
- C) any information obtained by you as a result of your use of the Services will be accurate or reliable.
- D) the Services will be available to you uninterrupted in a secure form.

12.03 No conditions, warranties or other terms (including any implied terms as to satisfactory quality, fitness for purpose or conformance with description) apply to the Services except to the extent that they are expressly set out in the Terms.

12.04 Sological Solutions is under no obligation to correct any errors or inconsistencies in the Services.

12.05 Nothing in the Terms shall affect those statutory rights which you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.

12.06 All material provided in the Services is an interpretation of the functions and abilities of the various software. Mention of a function or abilities or restrictions of any function or characteristic of the software does not guarantee that such information is correct and should not be relied upon in any way.

12.07 You agree to indemnify, and hold Sological Solutions, its subsidiaries, affiliates, officers and employees, harmless, from and against any claim, demand, damages, loss, liability, costs or expenses, including legal fees, arising out of or in any way connected with your access to the Site, your use of the Services, any violation of this Agreement by you, or the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

## 13. LIMITATION OF LIABILITY

13.01 Nothing in these Terms shall exclude or limit Sological Solutions' liability for losses which may not be lawfully excluded or limited by applicable law.

13.02 Subject to overall provision in paragraph 13.01 above, Sological Solutions shall not be liable to you for:

A) any indirect or consequential losses which may be incurred by you. This shall include any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, or any loss of data suffered by you;

B) any loss or damage which may be incurred by you as a result of:

- (i) any reliance placed by you on the completeness, accuracy or existence of any information that appears in the Services;
- (ii) any changes which Sological Solutions may make to the Services, or for any permanent or temporary cessation in the provision of the Services (or any features within the Services);
- (iii) the deletion of, corruption of, or failure to store, any Content and other communications data maintained or transmitted by or through your use of the Services;
- (iii) your failure to provide Sological Solutions with accurate account information;
- (iv) your failure to keep your password or account details secure and confidential;

C) any direct, indirect, special, incidental or consequential damages related to your decision to access and use any of the Services, even if Sological Solutions is advised of the possibility of such damage.

13.03 The limitations on Sological Solutions' liability to you in paragraph 13.2 above shall apply whether or not Sological Solutions has been advised of or should have been aware of the possibility of any such losses arising.

#### **14. COPYRIGHT AND TRADE MARK POLICIES**

14.01 You agree to recognise and respect all Sological Solutions Trademarks including, but not limited to, © Sological Solutions, SOLOGICAL SOLUTIONS, GIS247, GIS247.com, GIS = SOFTWARE + DATA + PROFESSIONAL SKILLS, GIS = Software + Data + Professional Skills, InVision Training

14.02 You and Sological Solutions agrees to recognise and respect the trade marks of any companies whose software is the subject of any of the Services. In particular, but not limited to, © ESRI, ArcCatalog, ArcEditor, ArcExplorer, ArcGIS, ArcInfo, ArcMap, ArcReader, ArcToolbox, ESRI. © Pitney Bowes MapInfo, MapBasic, MapInfo, MapInfo Professional.

#### **15. OTHER CONTENT**

15.01 The Services may include hyperlinks to other web sites or content or resources. Sological Solutions may have no control over any web sites or resources which are provided by companies or persons other than Sological Solutions.

15.02 You acknowledge and agree that Sological Solutions is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

15.03 You acknowledge and agree that Sological Solutions is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

#### **16. CHANGES TO THE TERMS**

12.01 Sological Solutions may make changes to the Terms from time to time. When these changes are made, Sological Solutions will make a new copy of the Terms available at <http://www.gis247.com/terms>.

16.02 You understand and agree that if you use the Services after the date on which the Terms have changed, Sological Solutions will treat your use as acceptance of the updated Terms.

## 17. GENERAL LEGAL TERMS

17.01 The Terms constitute the whole legal agreement between you and Sological Solutions and govern your use of the Services (but excluding any services which Sological Solutions may provide to you under a separate written agreement), and completely replace any prior agreements between you and Sological Solutions in relation to the Services.

17.02 You agree that Sological Solutions may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

17.03 You agree that if Sological Solutions does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Sological Solutions has the benefit of under any applicable law), this will not be taken to be a formal waiver of Sological Solutions' rights and that those rights or remedies will still be available to Sological Solutions.

17.04 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision shall be reformed only to the extent necessary to make the intent of the language enforceable. This will not affect the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

17.05 You shall not assign or otherwise transfer your rights or delegate your duties under these Terms without Sological Solutions' prior written approval. Any attempt to do so without Sological Solutions' approval shall be deemed void.

17.06 You agree that any breach of these Terms may cause irreparable damage and that in such event, in addition to any and all remedies available through law, Sological Solutions shall have the right to seek equitable relief, an injunction, or other remedy in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury before seeking such relief.

17.07 The Terms, and your relationship with Sological Solutions under the Terms, shall be governed by English law. You and Sological Solutions agree to submit to the exclusive jurisdiction of the courts of England to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Sological Solutions shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

February 23<sup>rd</sup> 2010