

End-User agreement

1. General terms

1.1. This end-user agreement (the Agreement) governs your relations with Geoscan Ltd., the proprietor of the service available at sputnik.geoscan.aero (the Service, Site), and with the Administration of the Service, pertaining to the use of the Service.

Your use of the Service implies that you fully understand and agree to the terms of use of the Service described herein. Therefore, it is important for you to familiarize yourself with this Agreement.

If you do not give consent to the terms of this Agreement, please refrain from using the Service and leave it immediately.

If you have any questions about the use of the Service, please contact the Administration of the Service.

1.2. The following words and expressions in this Agreement shall have the following meaning:

1.2.1. Administration of the Service: employees or an organization authorized by the Proprietor to manage the Service.

1.2.2. Materials: any materials (geospatial data) uploaded to the Service by the User, the User's data being processed by the Service, and the 3D Models.

1.2.3. 3D Model: a three-dimensional model of the geospatial data produced by the Service as a result of processing the Materials.

1.2.4. User of the Service: a person or a legal entity that accesses the Service via Internet and uses the Service.

1.2.5. Proprietor of the Service: Geoscan Ltd., the sole owner of all the rights to the Service.

1.2.6. Service (the multi-dimensional geospatial data visualization system): a copyright-protected server-based 3D cartographic application for viewing, editing and creating 3D models, available at sputnik.geoscan.aero, that operates through an Internet site and associated services.

1.2.7. Content of the Service: any information contained within the Service, including textual, photographic and video materials, the Materials, 3D Models (regardless of whether they constitute copyright-protected items), the user interfaces, design, structure, selection, coordination, overall look and style of the Service.

1.3. Administration of the Service reserves the right to change the terms of this Agreement at any time without notification.

Continued use of the Site by the User implies his/her consent to the terms of this Agreement including any changes hereto.

User is personally responsible to check this Agreement for any changes.

2. Modes of Use of the Service. User Registration

Modes of Use of the Service

2.1. The Service can be used by the User in three distinct modes, namely view, free-of-charge and commercial.

2.2. To use the Service in a free-of-charge or commercial mode, the User must undergo registration to be issued a unique account. In some cases an account can be provided by Administration of the Service.

User Registration and Account Usage

2.3. Any User has a right to use only one account. A User will be held liable for the breach of this term according to this Agreement and applicable law.

2.4. For the purpose of registration, the User shall present complete and accurate responses to the questions in the registration form, and keep them up to date.

2.5. Administration of the Service can at any time request the User to confirm the data given during registration, by presenting confirmation documents (such as personal identity documents). Failure to present such documents can be, at Administration's discretion, regarded as misrepresentation and lead to banning the User from using his/her account and the Service.

2.6. Inconsistency between the documents presented by the User and data entered during registration, as well as impossibility to identify the User from the registration data, gives Administration the right to ban the User from using his/her account and the Service.

2.7. During registration, User selects a desirable login (a unique account name) and a password to access the account. If the password is provided by Administration of the Service, User shall change it after first successful login. Administration of the Service has a right to deny usage of certain login names, as well as impose certain limitations on login and password (such as length, valid characters etc.)

2.8. User shall not convey the access to his/her account to third parties (such as by disclosing login and password), and shall inform Administration of the Service immediately about any unauthorized access to the Service using his/her account, as well as about any known or suspected compromise of the account credentials.

2.9. User's personal data associated with the User's account is stored and processed by Administration of the Service in accordance with the Privacy policy.

2.10. Hereinafter, restriction (termination etc.) of User's access to the Service implies, among other things, restriction (termination etc. as applicable) of User's access to his/her account.

3. Terms of Use of the Service

General Terms of Use of the Service

3.1. Regardless of the mode of use of the Service, User shall:

3.1.1. Use the Service only for its intended purpose for uploading, processing and publishing of Materials that do not violate any rights or existing legislation of Russian Federation, including Russian Law No. 5485-1 of July 21, 1993, "On State Secrets", Federal Law No. 149-FZ of July 27, 2006, "On Information, Information Technologies and Protection of Information", Federal Law No. 152-FZ of July 27, 2006 "On Personal Data" (refrain from placing home addresses, phone numbers, email addresses, passport details and images of any third persons on the Service without their personal consent), articles 152.1, 152.2 of Civil Code of Russia, and other applicable regulations of Russian Federation and other countries.

3.1.2. Upload, process and publish only the Materials for which the User has the right to do so. Uploading, processing and publication of Materials by the User constitutes his/her guarantee that the unencumbered rights to such Materials belong to the User, that the use of such Materials is at User's sole discretion, and that the use of Materials constituted by their upload and processing by Proprietor and Administration of the Service does not violate material, personal property or intellectual rights of third parties.

If a relevant copyright holder issues a substantiated complaint about the breach of their lawful rights, Administration has a right to use the remedies specified in [p. 2.3.](#) of the Agreement against the offending party.

3.1.3. Not use the Service in any way that can interfere with its normal operation, such as by uploading any data containing or possibly containing viruses and other harmful programs.

3.1.4. Not use any automated scripts (programs) to collect data and/or communicate with the Service and its sub-services, except the scripts available for download on the Service itself.

3.1.5. Not upload, publish, transfer or disclose in any other way (hereinafter, place) any information threatening, discrediting or offending other Users or third parties, as well as any information that is vulgar, obscene or fraudulent, infringing personal or public interests, promotes racial, religious, ethnic hatred or dissent, or any other information violating legal rights of a person or citizen.

3.1.6. Not describe or promote criminal activity, not place any guidance or instructions on criminal acts.

3.1.7. Not advertise in any way (e. g. by placing photographs or produced models that contain advertisement) any products or goods, means of identification of any legal entity and/or good, producer or vendor, results of intellectual activity or events (including sports events, concerts, festivals, risk-based games, wagering) without express consent of Administration of the Service.

3.1.8. Not place any business proposals, propaganda materials, pyramid investment schemes or appeals, any other intrusive information, without express consent of Administration.

3.1.9. Not use the Service or its Content in any way not authorized by this Agreement.

3.2. Administration reserves the right, at its sole discretion:

3.2.1. To check, modify (moderate) or delete any Materials or other information uploaded, processed or published by the User in violation of this Agreement, suspend, restrict or terminate User's access to the Service or a part hereof, if it deems that User constitutes a threat to the Service and/or other Users or third parties, or violates their rights. In such a case, neither Proprietor nor Administration of the Service can be liable for any losses or damages incurred by the User in this regard, regardless of the mode of use of the Service.

3.2.2. To suspend, restrict or terminate User's access to any or all parts of the Service at any time by any reason (or without giving any reasons), with or without preliminary notice, and not be liable for any losses or damages incurred by the User in this regard.

If the User uses the Service in commercial mode and his/her access to the Service is suspended, restricted or terminated under this clause, the User can be reimbursed for the unused part of the prepayment for use of the Service.

3.3. By placing his/her Materials on the Service, the User gives consent to copy his/her content for backup and storage purposes.

3.4. When Materials are deleted from the Service, the Proprietor retains the rights granted to Proprietor by the User. Administration of the Service has a right to keep the backup copies of the User's content.

3.5. To send the User notifications and information pertaining to the use of the Service.

Free-of-charge Use of the Service

3.6. The Proprietor allows limited unpaid access to the Service for testing purposes. The User can use the Service free of charge to the following extent:

3.6.1. The User can test the functional capabilities of the Service, including viewing the Materials.

3.6.2. The User can use the Materials obtained from the Service only for personal non-commercial purposes.

3.6.3. Upload of User's Materials to the Service, as well as creation of Materials using the Service, gives the Proprietor exclusive right to use the aforementioned Materials within the limits stipulated below. Proprietor can use the Materials at its discretion for any legal purposes, including commercial use, or give similar rights to third parties, including but not limited to viewing, reproduction, copying, editing Materials or a part thereof, public performance, conversion, translation and distribution, for Service-related purposes, including promotion of the Service. In pursuit of these goals, Administration is entitled to produce derived materials, including 3D Models, and include the obtained materials in corresponding collections, as well as perform other relevant activities.

Commercial Use of the Service

3.7. Commercial use of the Service is a use on a fee basis, and is subject to the following conditions:

3.7.1. The User can use the Service according to its functional capabilities, i. e. view, create, process and publish Materials.

3.7.2. The data obtained by using the Service in commercial mode is proprietary to the User. It can be used by the User by any means and for any purposes not violating the existing legislation of Russian Federation and other countries.

3.7.3. Disk space allocation is limited by the pricing plan paid by the User.

3.7.4. By publishing the Materials for public access, the User grants the Proprietor the rights to the Materials as provided by item 3.6.3. herein. Said rights cannot be unilaterally revoked by the User.

4. Liability. No guarantees

4.1. Any and all liability for improper use of Materials uploaded by User to the Service, including liability under Russian Law No. 5485-1 of July 21, 1993 “On State Secrets”, Federal Law No. 152-FZ of July 27, 2006 “On Personal Data” and other applicable laws and regulations of Russia and other countries, lies solely with the User uploading or producing such Materials.

4.2. The User uploading or producing Materials is liable for any actual or possible breach of material, personal property, exclusive or other rights of third parties arising from the use of such Materials.

4.3. The Proprietor and Administration of the Service are not liable for any injury, damage or loss of profit incurred by the User as a result of using the Service.

4.4. By using the Materials uploaded or produced by the User within the rights granted by the User under this Agreement, the Proprietor and Administration of the Service implies that the use and circulation of such Materials is legal and lawful.

4.5. The User is fully responsible for security of his/her account credentials (login and password), and for keeping them confidential. The User is fully responsible for any actions performed on the Service using his/her account.

4.6. In case of breach of item 2.3. of this Agreement by the User, Administration of the Service or the Proprietor has a right to block (delete, terminate) all User’s accounts, and claim compensation for any damages or unjust enrichment arising from said breach.

4.7. Administration of the Service and the Proprietor do not give any guarantees regarding the Service except provided by these or additional conditions and policies. In particular, they undertake no commitments in regard of contents of the Service, its functional capabilities, reliability, availability or fitness for User’s purposes. The Service is provided “as is”. Legislation

of some countries provides guarantees of merchantability, fitness for a particular purpose and absence of copyright violation. Except as provided by the law, the Administration disclaims any implied guarantees.

4.8. The User can use any information or materials he/she gains access to via the Service at his/her own risk. The User is fully responsible for any consequences of use of such information or materials, including any harm to User's computer and third parties, loss of data etc.

4.9. Administration of the Service and Proprietor are not liable for any kind of damages arising from the use of the Service or any part thereof by the User.

4.10. In any circumstances, the liability of Administration of the Service and Proprietor under article 15 of Civil Code of Russia, in case of its fault, is limited to 100 (one hundred) Russian rubles.

5. Exclusive rights to the Content of the Service

5.1. Any objects accessible via the Service, including design elements, text, graphical images, illustrations, video, computer programs, databases, as well as any Materials placed in the Service (hereinafter, Content of the Service) constitute exclusive property of the Proprietor, Users and other parties.

5.2. Content of the Service can be used only by means of functional capabilities of the Service. Nothing in the Content of the Service can be used in any other way without prior consent of the holder of the rights.

5.3. User can use the parts of the Content of the Service, as well as any content, for personal non-commercial purposes, provided that the content retains, without any alteration, all copyright symbols, trademarks and other authorship attributes, name (pen name) of the author or designation of copyright holder, and that the content itself is not modified in any way.

6. Final provisions

6.1. A link to any site, product, service or information, commercial or otherwise, present on the Service, does not constitute an endorsement of such products or services by the Administration of the Service.

6.2. This Agreement is construed and governed according to the laws of Russian Federation. Any issues not covered by this Agreement shall be settled according to the laws of Russian Federation in the Proprietor's jurisdiction.

6.3 This web-site uses Google Analytics service provided by Google Inc.