

Terms of Use

Web-GIS application **iMap** (hereinafter: “Terms of Use”)

1 Scope

These Terms of Use apply exclusively to the use of iMap. Any terms of the customer shall not become part of the contract unless confirmed by CROPIX in writing.

The weblink of iMap may be shared to all persons, companies and organizations involved in the agricultural sector and which act in exercise of their trade, business or profession (hereinafter: “User”).

2 Provision of Print outs and Raster data

The user may print out or export raster data directly from iMap. For the data provided the User has accepted these Terms of Use. The Print outs and Raster data will be provided for personal use only.

Notwithstanding the above, CROPIX reserves the right not to provide the Print outs and Raster data to Users in case of technical problems, if CROPIX has reasonable doubts whether the User has infringed these Terms of Use in the past.

3 Renumeration

The provision of the Print outs and partly for the Raster data is free of charge.

4 Liability

CROPIX shall be liable for the full extent of damage in the event of intentional conduct or gross negligence, in the case of culpable injury to life, body and health and under the Swiss Product Liability Act. In the case of culpable breach of essential contractual obligations, i.e. principal obligations which enable the proper execution of the contract and upon which the User therefore relies and may rely, CROPIX assumes liability on the merits; in such case CROPIX's liability shall be limited to damage which is typical for the contract and which can be reasonably foreseen. This limitation of liability shall apply as in favor of CROPIX's statutory representatives, executives and vicarious agents.

5 Rights to Use Print outs and raster data / CROPIX Trademark

All Print outs and Raster data provided by CROPIX are protected by copyright. Subject to these Terms of Use, CROPIX hereby grants to the User the non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable and royalty-free right to download and to use the Print outs and Raster data provided by CROPIX solely for the purpose of the User's own information and the purpose of promoting the implementation of our map products for applications in the field of agriculture (Monitoring, Precision Farming and Crop Insurance). The User is entitled to use the Print outs and Raster data solely in electronic or in printed form as follows:

- User may print the Raster data or use it for presentation purpose only with copyright label of the data owner, which is CROPIX. (copyright cropix). It has to appear on each page or slide, where a image of map products derived from iMap appears.
- Users who are CROPIX Licensed Users may additionally use downloaded Raster data for analysis purpose to support their business processes.

The Print outs and Raster data may not be altered without CROPIX's explicit prior written consent. Notwithstanding the above, Users who are CROPIX licensed Users shall have the right to use the Raster data or derive new data from the Raster data solely to their clients active in the fields of Agricultural Production, Crop Insurance or Crop Monitoring. Apart from that, the Raster data may not be copied and/or distributed to third parties without CROPIX's explicit prior written consent, except for copies and distribution to the User's own branches within its activities in Agricultural Production, Crop Insurance or Crop Monitoring.

Furthermore, the User shall not, at any time, use the Print outs or Raster data in a manner which could suggest to third parties that the User is the creator of these Print outs or Raster data, an affiliated company of CROPIX or linked to CROPIX via a joint venture. In particular, the User is not entitled to remove or alter the company name, logo, copyright or proprietary notice of CROPIX as shown on the Print outs. The User may use the CROPIX brand or other protected marks of CROPIX (hereinafter "CROPIX Trademarks") with CROPIX's explicit prior written consent only. The User acknowledges CROPIX's exclusive rights and ownership in the Print outs, Raster data and the CROPIX Trademarks and that they are unique and original to CROPIX. The User shall not, at any time, dispute or contest, directly or indirectly, CROPIX's exclusive right and title to the Print outs, Raster data or the CROPIX Trademarks or the validity thereof.

6 Indemnification

The User shall indemnify, defend, and hold CROPIX harmless from and against any and all costs, liabilities, claims, and expenses (including reasonable attorneys' fees) arising out of a breach of these Terms of Use.

7 Revocation of Rights

CROPIX may revoke the rights granted under Sect. 5 of these Terms of Use at any time if, in its reasonable discretion, the User has infringed one of the provisions under these Terms of Use, or if the User's use of the Print outs, Raster data and/or the CROPIX Trademarks is inappropriate or reflects in an undesirable manner on CROPIX.

In case of a revocation of rights, the User is obliged to stop any use in regard to the Print outs and Raster data and/or the CROPIX Trademarks immediately upon the receipt of a revocation notice by CROPIX and to delete and destroy any existing Print out or Raster data.

8 Applicable Law, Jurisdiction

These Terms of Use are subject to Swiss law. If the User is a merchant, a legal person under public law or has no general venue in Switzerland, the courts of Zurich, Switzerland shall have exclusive jurisdiction for any and all disputes with regard to the contract with the User and these Terms of Use including their applicability and validity.