

# WHEREIS MAPS TERMS AND CONDITIONS OF USE

## General

This website incorporates Whereis® map data product-based information. For information about licensing Whereis® map data, contact Sensis at <https://www.sensis.com.au/get-in-touch>

## Terms and conditions of use

This web site includes, among other things, advertisements and information provided by third parties. There may be technical inaccuracies, typographical errors, programming bugs or computer viruses in this website or its contents.

To the extent permitted at law Sensis, its agents and contractors are not responsible and make no representations about the accuracy or suitability of the information or links provided on this website, including advertisements and information provided by third parties. The information is provided 'as is' without express or implied warranty. You use the information and links at your own risk. Sensis takes no responsibility for the content of Internet sites that link from this website. You acknowledge that any inactive Maplinks may be removed by Sensis without notice to you. Except as set out below, Sensis, and its agents and contractors exclude to the extent permitted by law all: warranties whether express, implied, statutory or otherwise, relating in any way to this website or your use of this website; and liability (including for negligence) to you or anyone else in respect of any loss or damage (including special, indirect or consequential loss or damage such as loss of revenue, unavailability of systems or loss of data) arising from or in connection with any use of the information on, or accessed through, this website for any reason whatsoever. Where any statute implies any term into your use of or access to, or any arrangement arising out of, this website and that statute prohibits exclusion of that term, then that term is included. If and to the extent permitted by the statute, however, Sensis, and its contractors' and agents liability for any breach of such term is limited to the resupply of the information of associated services.

## Copyright

Copyright in the site and the digital map information presented in this Whereis® Maps Online site is owned by Sensis Pty Ltd, Location Navigation Pty Ltd and their licensors.

This website and the data contained in it are supplied solely for informational use. Apart from any fair dealing for the purpose of private study, research, criticism or

review, as permitted under the Copyright Act 1968, no part of this website may be reproduced or re-used for any purpose whatsoever without the written permission of Sensis. Users must not, whether through the use of additional software or otherwise, data mine or conduct automated searches on this site or the data contained in it.

Should you find any abnormalities or inconsistencies in the information on whereismaps.com, please make use of our Contact Us Form.

## **Terms of use: Sample Map Data**

### **1 LICENCE**

Sensis Pty Ltd (ABN 30 007 423 912), "Sensis" hereby grants you a non-exclusive non-transferable revocable license to use the Data Product for the sole purpose of demonstrating and evaluating the Data Product ("the Activities") and on the terms and conditions of this agreement. The license commences on the date you download the Data Product and continues until terminated in accordance with this agreement.

1.2 In consideration of the grant of the license in clause 1.1, you agree that you may not disclose, use or reproduce the Data Product for any purpose other than to undertake the Activities, unless agreed in writing with Sensis. This clause 1.2 is subject to clause 1.3.

1.3 You:

1. may make one copy of the Data Product for back-up and security purposes;
2. must not reverse compile, adapt, modify, assign, distribute, publish in any form or permit any other person to use or deal with the whole or part of the Data Product; and
3. must take all reasonable steps to prevent any of the events in (b) above occurring and shall immediately notify Sensis if you become aware of any of these events occurring or of any other infringement of Sensis' rights in relation to the Data Product.

1.4 You acknowledge that the license granted by clause 1.1 does not cause any transfer or assignment of any intellectual property rights in the Data Product to you. Ownership of the Data Product and all intellectual property rights in the Data Product remains with Sensis, Location Navigation Pty Ltd or its licensors.

### **2 LIMITATION OF LIABILITY**

2.1 If liability of Sensis to you for breach of a term, condition or warranty implied by law into contract for the supply of goods and services ("Prescribed Term") is capable of exclusion it is hereby excluded. If liability of Sensis to you for breach of

a Prescribed Term is capable of limitation it is hereby limited to resupply of the Data Product.

2.2 Except as provided by Prescribed Terms (if any) which are not capable of exclusion or limitation, or as expressly set out in this agreement:

1. Sensis make no warranties in relation to the Data Product, including warranties as to performance or fitness for purpose; and
2. you will not under any circumstances have any cause of action against or right to claim or recover from Sensis or for or in respect of any loss, damage or injury (including without limitation any loss of profit, indirect or consequential loss, damage or injury) arising from the supply or use of the Data Product or any breach of the terms and conditions of this agreement.

2.3 Sensis will not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any claim or action arising directly or indirectly out of your use of the Data Product or by any breach by either party of the terms and conditions of this agreement.

### **3 TERMINATION**

3.1 The license granted by clause 1.1 commences on the date of this agreement and, subject to clause 3.2, shall continue until terminated in accordance with this agreement.

3.2 Sensis may terminate the license immediately if you are in breach of this agreement.

3.3 Subject to clause 3.4, your rights under this agreement cease immediately upon termination of the license. You must, at your expense, return the Data Product and any copy of the Data Product to Sensis and, if required by Sensis, shall certify that the Data Product and all such copies have been returned.

3.4 Termination of the license does not affect any rights or remedies which accrued prior to termination.

### **4 GENERAL**

4.1 This agreement shall be governed by the laws in force in Victoria.

4.2 A provision of, or a right created under, this agreement may not be waived except in writing signed by Sensis.

4.3 This agreement constitutes the complete agreement between the parties and supersedes all previous agreements and representations, written or oral, with respect to matters in this agreement.

4.4 By agreeing to these terms and conditions and downloading sample map data you acknowledge that a Sensis Team Member may contact you to discuss your data needs.