

# GapMaps

## Terms of Service

By installing, accessing or using GapMaps and any of the content available within GapMaps you agree to be bound by the following Terms of Service. Subject to the terms and conditions of this Agreement, GapMaps grants to the Customer a non-exclusive, non-transferrable licence to use GapMaps and any associated content, documents and add-on modules for its internal business purposes in accordance with the licence limitations set out in this Agreement.

### 1. GapMaps is not liable for any inaccurate or omitted information

GapMaps makes every effort to provide accurate and up to date information, but does not make any representation or give any warranty as to the accuracy or exhaustiveness of the information provided. The information included on this site does not purport to be a complete database of all information in our possession or control. GapMaps shall not be liable for any loss, damage, cost or expense (direct or indirect) arising from reliance upon or use of any information provided, or information that we have failed to provide. You should exercise judgment in your use of GapMaps and any associated content.

### 2. General Conditions of Use

The Customer must only allow access to the number of users allocated on the sale agreement, and must not otherwise sell, rent, lease, sub-license, assign or otherwise transfer the right to access GapMaps.

This Agreement does not transfer to the Customer any intellectual property rights in GapMaps and the Customer must not represent that it owns those rights. The intellectual property of each party prior to entering into this agreement shall remain the property of that party.

The Customer and must not redistribute, copy, publish, sell, alter, modify, tamper with, reverse engineer, decompile, or disassemble GapMaps or any content generated by GapMaps.

### 3. User Generated Content ("UGC")

This Agreement allows the Customer to submit UGC. Any UGC will be treated as confidential and will not be disclosed to any other third party without prior consent with the exception of new store locational data and other information available in the public domain.

The Customer acknowledges that they will not upload content that is prohibited, including but not limited to and content that violates a law or contains any computer viruses, worms, Trojan Horses, spyware or any other potentially damaging technology.

The Customer represents or warrants that they have the necessary rights, licenses, clearances or consents needed to submit the UGC. The Customer irrevocably grants a perpetual non-exclusive licence for GapMaps to use any non-confidential UGC.

### 4. Delivery

GapMaps will make all reasonable efforts to remain operational. However, certain technical difficulties or maintenance may result in interruptions.

### 5. Security

GapMaps will take such steps as reasonable to protect information from misuse, interference, loss, unauthorized access, modification and disclosure but does not make any representation or give any warranty as to the security of information attached to the Product. The Customer shall have a password policy in place which reasonably ensures that its employee passwords meet or exceed industry standard password strength requirements.

### 6. UGC upon expiry of Agreement

Upon expiry of this Agreement the Customer may request the return of the Customers UGC or other intellectual property which will be supplied on a fee for service basis. GapMaps retains discretion as to the removal of data no less than 14 days after the expiry of the Agreement.

Notwithstanding, the provisions relating to confidential information prevail and the Customer may request the removal or destruction of confidential UGC at any time during or subsequent to this Agreement.

### 7. CoreLogic Terms of Service

Customers who have agreed to access the CoreLogic Data layers (such as Cordell) also submit to the CoreLogic Terms and Conditions of use as stated at <http://www.corelogic.com.au/about-us/terms-and-conditions.html>

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