



GMV Online Services Terms of Use (Worldwide, English, September 2015)

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Through the Site, you have access to a variety of resources, information, content, services as well as outputs or results from those services, collectively referred to as "Information". The following are the terms of the agreement between you ("you", "your") and GMV Aerospace and Defence S.A.U. ("GMV"). By accessing or using the Site or the Information provided on or through the Site, you agree to follow and be bound by the following terms and conditions concerning your access to and use of the Site and the Information provided on or through the Site ("Terms of Use"). GMV may revise the Terms of Use at any time without notice to you. The most current Terms of Use are at <http://magicgnss.gmv.com/TermsOfUse.html>. The revised Terms of Use will be effective when posted.

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2. PRIVACY AND CONTACT INFORMATION

- 2.1. GMV informs you that your information is automatically stored in our users' database. The information supplied by you may be used by GMV for research and marketing purposes and for the provision of the Information. You can edit your personal information or exercise your rights of access, correct or cancel this information, according to applicable law, contacting us at the following address:

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- 2.2. If you have any questions regarding these Terms of Use, or you have any other questions of a technical or a commercial nature, you may contact GMV by e-mail, at magicgnss@gmv.com.

3. QUALITY OF ONLINE SERVICES

While GMV will make reasonable efforts to procure that the Information, in particular the magicGNSS' online services ("Service"), are always available

and perform as defined in magicgnss.gmv.com/magicGNSS_brochure.pdf, interruptions in the Service and degradation of its performance may occur from time to time and therefore the availability and quality of the data service is not guaranteed. Therefore, GMV accepts no responsibility for the availability or quality of the Service under any circumstances.

4. USER NAME, PASSWORDS AND MEANS OF ACCESSING THE SITE AND INFORMATION

- 4.1. You agree not to access or use the Site in any manner that could damage, disable, overburden, or impair any GMV accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to any parts of the Site or any GMV accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Site or any GMV accounts, computer systems or networks. You agree not to use any robot, spider, scraper or other automated means to access the Site or any GMV accounts, computer systems or networks.
- 4.2. If any of the Services require you to open an account, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable registration form. You may also be required to choose a password and a user name. Access to and use of password protected or secure areas of the Site are restricted to authorized users only. You agree not to share your password(s), account information, or access to the Site with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Site. You agree to notify GMV immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.
- 4.3. You are not authorized to rent, lease or share your magicGNSS' online services account to any third party, and GMV reserves the right to cancel the access to the Service without any compensation or payment refunding if you do not comply with these obligations.
- 4.4. There is no guarantee that any e-mail you send will be received by GMV. E-mail is not a secure form of communication and can be intercepted by third parties so e-mails sent to GMV when making use or accessing Information and Services are not confidential or may be subject to tampering. Any information sent by e-mail is done so at your own risk and you should carefully consider its sensitivity before transmitting it.

5. RIGHT TO USE

- 5.1. Subject to these Terms of Use you are authorized to personally use the Site and the Information, in particular the Services, for the purpose of using the magicGNSS service results for GNSS products generation, GNSS Performance Analysis and Precise Point Positioning as further detailed in magicgnss.gmv.com/magicGNSS_brochure.pdf.
- 5.2. You are authorized to include the Service results in any publication provided you also include an explicit and clear reference to GMV and to the

magicGNSS' online services and this Site www.magicgnss.com.

- 5.3. Except as provided elsewhere in these Terms of Use, your right of use of the Site and the Information, in particular the Services, shall not include:
- a) any delivery or disclosure of any kind of software, either in whole or in part, in any form whatsoever, to you or to any third party;
 - b) making the Services available to any third party by any means for any purpose whatsoever;
 - c) creating a link to this Site or to the Information;
 - d) making use of any Information, in particular any Service results, with a commercial purpose;
 - e) providing services making use of this Site or the Information, in particular the Service results, to any third party;
 - f) any use of this Site or the Information, in particular the Service results, in competitive procurements or for the commercial benefit of any third party.
- 5.4. Whenever the Services require a paid subscription account you are not authorized to use those Services and related Information without a current, valid, fully paid subscription.

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- 6.3. You agree that you will not use the Site or the Information to infringe GMV's Intellectual Property rights or the Intellectual Property rights of third parties. You may not remove, deface, or overprint any notice of copyright, trademark, logo, or other notice of ownership from any Information or copies thereof.

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8. DISCLAIMER

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- 8.2. Any Information, in particular the Services, accessed, downloaded or otherwise obtained on or through the use of the site is used at your own discretion and risk. GMV shall have no responsibility for any damage to your computer system or loss of data that results from the download or use of Information. The user understands and acknowledges that Information and Services, in particular magicGNSS' online services, are not to be used for any life-critical or safety- critical related use or application.
- 8.3. GMV reserves the right to make changes or updates to, and monitor the use of, the site and Information provided on or through the site at any time without notice.

9. LIMITATION OF LIABILITY

- 9.1. To the maximum extent permitted by the applicable law, in no event shall GMV be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the Site or any Information provided on or through the site, in particular the Services.

10. TERMINATION OF USE

- 10.1. GMV may, in its sole discretion, at any time discontinue providing or limit access to the Site, any areas of the Site or Information provided on or through the Site. You agree that GMV may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Site or any Information. GMV may terminate or limit your access to or use of the Site if GMV determines that you have infringed upon these Terms of Use. You agree that GMV shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Site or any Information.

11. WAIVER AND SEVERABILITY

- 11.1. The failure of GMV to exercise or enforce any rights or provisions in these



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12. APPLICABLE LAW AND JURISDICTION

- 12.1. These Terms of Use and all matters relating to your access to, and use of, the Site and the Information, in particular the Services, provided on or through or uploaded to the Site shall be governed by the Spanish Law.
- 12.2. You and GMV agree to submit to the exclusive jurisdiction of, and venue in, the courts Madrid in Spain in any dispute arising out of or relating to these Terms of Use and all matters relating to your access to, and use of, the Site and the Information.