

CrashMap and CrashMap Pro

Terms and Conditions

15/08/2019

Version 1.0

Thank you for your interest in CrashMap and / or CrashMap Pro. If you continue to browse and use this website and associated online solutions, you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Agilysis' relationship with you in relation to this service. If you disagree with any part of these terms and conditions, please do not use our service.

The term Agilysis or 'us' or 'we' refers to the licensed reseller of the solution whose registered office is 27 Horse Fair, Banbury, OX16 0AE Our company registration number is 10548841. The terms 'you' and 'your' refer to the user or viewer of our website.

1 DEFINED TERMS

[CrashMap]

The CrashMap website www.crashmap.co.uk including the interactive map and databases that are used to display crashes and produce reports.

[CrashMap Pro]

An enhanced version of CrashMap delivered using the Esri ArcGIS Online platform, managed and maintained by Agilysis.

[CrashMap Reports]

Individual reports generated by users of CrashMap and CrashMap Pro downloaded via a reporting tool built-in to the CrashMap website. Each downloaded report consumes one CrashMap Credit. Reports remain permanently available to registered users following purchase.

[CrashMap Credits]

Credits can be purchased in varying quantities by users of CrashMap through the website and are exchanged for the production and download of individual CrashMap Reports. CrashMap Pro users receive 500 credits per account per year, unused credits are not rolled-over. Any CrashMap Pro user who requires extra credits can purchase these for the associated CrashMap User Account via the CrashMap website.

[CrashMap User Account]

An account setup by CrashMap users who wish to purchase credits and download reports. A user account is not required for casual viewers of the map. Each CrashMap Pro License has an associated CrashMap User Account which is allocated CrashMap Credits.

[CrashMap Pro License]

A CrashMap Pro License entitles the nominated user to access CrashMap Pro for the agreed license period (one year unless otherwise specified).

2 CRASHMAP TERMS OF USE

- i. The content of the pages of this website is for your general information and use only. It is subject to change without notice.
- ii. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- iii. The underlying data is provided by the Department for Transport under the Open Government License - <http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>
- iv. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- v. Crashes shown on the map and in reports are subject to change including removal at any time. This is subject to decisions made by the Department for Transport when the data is published or updated and we do not make amendments or edits to the data.
- vi. The use and protection of your information when using the website is covered by the privacy policy which is accessible here: crashmap.co.uk/home/privacypolicy
- vii. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- viii. All trademarks reproduced in this website which are not the property of, or licensed to, the operator are acknowledged on the website.
- ix. Unauthorised use of this website may give rise to a claim for damages and/or be a criminal offence.
- x. We will store your information securely, never share it with any other companies or agencies, and never use it for any other purpose.
- xi. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- xii. Your use of this website and any dispute arising out of such use of the website is subject to the laws of England, Northern Ireland, Scotland and Wales.
- xiii. Credits and reports purchased are non-transferable and non-refundable.
- xiv. Reports and data retrieved through CrashMap may be used and reproduced as part of your own work, including where this work is for sales or reward.
- xv. Any such reproduction should reference "CrashMap, www.crashmap.co.uk". The data source should be acknowledged as "Department for Transport data published by www.crashmap.co.uk". Maps should also include 'Map Data Copyright Google [Year]' if this credit is removed by the user.

3 CRASHMAP PRO TERMS OF USE

- i. These terms are in addition to those in Section 2 for CrashMap
- ii. Each CrashMap Pro License is provided to a named user as required by Esri under our Terms as an approved Partner. Usernames and passwords may not be shared and any breach of this condition may lead to your account being suspended.
- iii. Data downloaded including reports, maps and diagrams remain available for use by you following any expiry of the license period
- iv. The use of any Microsoft Excel templates or user guides provided by us is at your risk and you have the responsibility to ensure accuracy before publishing and analysis based on these tools.