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(incorporating CollinsBartholomew Educational User Licence)

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It includes the sections with these symbols - ✓ ! Ø - and **The Small Print** after those.

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- ! Not disclose, share or allow others to use your password or other individual login details that you have been issued with.
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The Small Print

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 - (i) access and use the OpenStreetMap data in this service in accordance with the Open Database Licence (ODbL v. 1.0)
<https://www.opendatacommons.org/licenses/odbl/1.0/index.html>;
 - (ii) access and use Natural Earth data in this service for any purpose
- b. This Licence commences with effect from the date you first request access to and/or use Global Digimap.

3. Intellectual Property Rights

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4. Feedback

At our request, you will give us reasonable details about your use of Global Digimap under this Licence by whatever means we might reasonably request.

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- a. There is nothing in this Licence that excludes or limits your liability for a contractual breach of this agreement or an infringement of our intellectual property rights.
- b. Neither party excludes its liability to the other under this Licence for fraud, and for personal injury or death caused by negligence.
- c. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of Global Digimap.

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- a. Either party may terminate this Licence with immediate effect.
- b. This Licence will automatically terminate when you cease being a student or member of staff at the place of education whose services and systems you are using, or your other association with the place of education ceases.
- c. Termination or expiry shall not affect either party's accrued rights and remedies.
- d. On termination, you shall (except in respect of any OpenStreetMap or Natural Earth data for which at the time of termination or expiry, you have an appropriate licence from elsewhere):
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 - inform your place of education that your password or other login details should be deactivated.
- e. If you continue to access and use Global Digimap after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- f. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

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- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by your subscribing institution and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to your subscribing institution, and processed by us in the following circumstances:
 - i. To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of Global Digimap; or
 - ii. Where you give your specific consent, to enable us to understand / monitor the use of Global Digimap in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law.

9. Other General Provisions

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- b. We reserve the right to change this Licence, including the availability of any data available through Global Digimap, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall provide Us with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of Global Digimap.
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- ! Inform your place of education and the service provider immediately if you know or suspect that your password or other secure login details have been used by someone else.
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- c. 'Limited Administrative Use' means fair and reasonable use to show the location and extent of a Place of Education, any of their other fixed assets, and/or the location of, and directions to, an event organised by it.
- d. This Licence commences with effect from the date you first request access to and/or use **CollinsBartholomew** Data.

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- b. **CollinsBartholomew** Data is provided 'as is' and without any warranty or condition express or implied, statutory or otherwise as to its quality or fitness for your particular purpose.
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- c. You warrant that you will not breach any of the restrictions agreed under this Licence and you hereby agree to indemnify **CollinsBartholomew** against any claims that result from your breach of this warranty and or this licence. This indemnity shall survive termination of this licence.
- d. Subject to the above, neither of us shall be liable to the other for indirect, special or consequential loss or damage (howsoever caused) which occurs as a result of the use of, or lack of performance of the **CollinsBartholomew** Data.

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- b. Your service provider also has the right to terminate this Licence on behalf of **CollinsBartholomew** with immediate effect.
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- e. On termination, you shall (except in respect of any **CollinsBartholomew** Data for which at the time of termination or expiry, you have an appropriate licence from **CollinsBartholomew**):
 - i. immediately cease accessing the service and using the **CollinsBartholomew** Data;
 - ii. inform your place of education that your password or other login details should be deactivated;
 - iii. destroy (or at our option return) all **CollinsBartholomew** Data that you hold or for which you are responsible, including any **CollinsBartholomew** Data that is embedded into any other material and provide written confirmation that you have done so at our request;
 - iv. make sure anyone else you have supplied **CollinsBartholomew** Data to under this Licence also adheres to the terms of this Licence re ongoing use of the Licensed Data.

- f. If you continue to access and use **CollinsBartholomew** Data after this Licence has terminated your access and use will be unlawful and you will be liable for copyright and database right infringement and we will be entitled to pursue legal proceedings against you.
- g. Any provision that is expressly or by implication intended to survive the termination or expiry of this Licence shall continue in full force and effect.

8. Data Protection

- a. Information identifying you (referred to as 'personal data' under data protection law) may be lawfully shared and processed between/by your service provider and us in certain circumstances, including where it is necessary for the performance of the contract(s) to which you are a party, for the purposes of pursuing our legitimate interests, or you have given consent to the specific processing. Your personal data will only be disclosed to, and processed by us in the following circumstances:
 - i. To enable us to investigate any actual or suspected breach of this Educational User Licence or the agreement between us and your service provider, or other misuse or infringement of **CollinsBartholomew** Data; or
 - ii. Where you give your specific consent, to enable us to understand / monitor the use of **CollinsBartholomew** Data in the education sector or feature your specific work.
- b. Any sharing or processing of your personal data will be in accordance with Data Protection Law.

9. Other General Provisions

- a. This Licence sets out the entire contract in respect of the subject matter of this Licence.
- b. We reserve the right to change this Licence, including the availability of any **CollinsBartholomew** Data, at any time. All such changes shall become incorporated into this Licence immediately.
- c. You shall provide us and your service provider with all reasonable assistance in investigating, remedying and pursuing any third party for any suspected unauthorised or unusual access and/or misuse of the **CollinsBartholomew** Data.
- d. We are entitled to assign, transfer or novate the benefits and obligations of this Licence. You are not entitled to subcontract, assign, transfer or novate the rights and/or obligations under this Licence.
- e. This Licence will be governed by English law and both parties agree to the exclusive jurisdiction of the English courts.