Terms of Service

Contents:

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE DIGIMAP SERVICE

What's in these terms?

These terms tell you the rules for using each of the following services:

- Digimap for Universities and Colleges at https://digimap.edina.ac.uk
- Digimap for Schools at https://digimapforschools.edina.ac.uk
- DataNation at https://datanation.edina.ac.uk/

together comprising "our Service".

Who we are and how to contact us

Digimap™ is a service operated by EDINA at The University of Edinburgh ("We"). We are a charitable body, registered in Scotland, with registration number SC005336 and have our registered office at Old College, South Bridge, Edinburgh EH8 9YL. EDINA is based at Argyle House, 3 Lady Lawson Street, Edinburgh EH3 9DR. Our VAT number is GB 592 9507 00. To contact us, please email edina@ed.ac.uk or telephone our customer service line on +44 (0)131 650 3302.

By using our service you accept these terms

By using our Service, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our Service.

We recommend that you print a copy of these terms for future reference.

THERE ARE OTHER TERMS THAT MAY APPLY TO YOU

These terms of service refer to the following additional terms, which also apply to your use of our Service:

- Our Privacy Policy.
- Our Cookie Policy, which sets out information about the cookies used on our Service.
- Our Service comprises several different datasets provided by different data providers (each being a "Data Collection").

Each Data Collection you have purchased access to has its own set of conditions which apply to the use of that Data Collection ("a Data Licence"). You agree to adhere to the terms of each relevant Data Licence. These are supplied separately when you purchase a subscription to a Digimap Collection and are also available by contacting EDINA.

We may make changes to these terms

These terms are reviewed annually. Every time you wish to use our Service, please check these terms to ensure you understand the terms that apply at that time. These terms were initially compiled in April 2018.

We may make changes to our service

We may update and change our Service from time to time to reflect changes to our products, our users' needs, our business priorities, to accommodate changes in technology, to accommodate changes imposed on us by the providers of any Data Collection or where a change in the law requires us to make changes to the operation of the Service. We will try to give you reasonable notice of any major changes, wherever possible.

Service levels

Our Service will provide access to a range of map and map data collections, to which you may subscribe. Depending upon the subscription purchased, access to the data may be provided in one of two ways:

1. Mapping (view only) services: Mapping interfaces will provide a range of tools to allow the user to view and interact with the maps provided. This will include,

measurement, annotation and printing facilities among others. The tools available may vary from time to time according to user demand and our business priorities.

2. Data download (search and retrieve) services: Data download interfaces will provide the ability to download data in a variety of formats. In order to access data download facilities users must be individually registered with our Service. This will include providing an email address. Data downloads will be notified by email.

Although we will use our reasonable endeavours to make our Service available 24 hours a day, 365 days a year, we do not guarantee that our Service, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Service for business and operational reasons or for scheduled maintenance. We will try to give you reasonable notice of any such suspension or withdrawal.

The Digimap Service is considered to be available if users can:

- Search for a location
- View maps
- Create maps for printing
- Place a request for, and subsequently download, data

We will use our reasonable endeavours to make our Service available for 99.00% of scheduled uptime.

Scheduled maintenance will be less than 20.8 hours in any consecutive 12-month period.

Data updates are available for some Data Collections. Where these are available, they will be provided as soon as practicable following their delivery from the data suppliers. This may vary between different sections of our Service.

We offer support for the use of our Service. Our helpdesk will be available to all users at subscribing organisations between 9am and 5pm, Mondays to Fridays. You can contact us by telephone or email, or by any other means we may make available to you from time to time, for example, online chat facilities. An answerphone will record enquiries when the helpdesk is not staffed.

No Helpdesk cover is provided on days when the University of Edinburgh is closed or as otherwise notified to you in advance.

We will aim to acknowledge all queries within 1 working day. We aim to resolve 90% of all enquires within 5 working days and 98% of all enquires within 20 working days.

We will offer online training webinars as part of your subscription to our Service. These will be open to any user of our Service who wishes to attend, although places will be limited for each webinar. Training will cover a variety of topics related to our Service which will be determined by user needs and our business priorities.

Service Reporting

EDINA will supply to specified representatives of each subscribing organisation, usage metrics which are appropriate to the Service in question. This may include, for example but without limitation, as applicable:

- Number of registered users
- Number of sessions or logins
- Number of maps viewed
- Number of maps printed
- Number of data files downloaded
- Number of searches requested

Not all metrics are available for every Service.

You are responsible for ensuring that all persons who access our Service through your internet connection or institutional network are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

The Digimap service and fees

Our Service is made available to you and to users at your institution upon payment of the subscription fee as advertised. These fees will be reviewed annually and may be updated. Subscription payments cover a period of 12 months. Our Service may be offered on a pro-rata basis upon payment of the appropriate pro-rated fee.

You must keep your account details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any user access to our Service, at any time, if in our reasonable opinion you or the user have failed to comply with any of the provisions of these terms of use or the terms of the Data Licence(s) you have agreed to. Each Data Licence includes terms relating to the consequences and actions which must be taken in the event of a breach of such terms. We will act in accordance with each applicable Data Licence. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at edina@ed.ac.uk or +44 (0) 131 650 3302.

How you may use our service

We are the owner or the licensee of all intellectual property rights in our Service. Those works are protected by copyright laws and treaties around the world. All such rights are reserved. You may use our Service for 'Educational Use'. This means use for or in connection with teaching, learning, academic and sponsored research and/or private study, at or in connection with a subscribing institution, whether on site, or remotely. It covers use at all

levels, including schools, colleges, universities, research councils and other related entities. It covers any activities that a fair minded and reasonable person would consider falls within the spirit and intention of Educational Use. Our status (and that of any identified contributors) as the creators and/or providers of our Service must always be acknowledged. You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of our Service in breach of these terms of use, your right to use our Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do not rely on information in this service

The content of our Service is provided for Educational Use only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Service.

Although we make reasonable efforts to update the information contained in our Service, we make no representations, warranties or guarantees, whether express or implied, that the content in our Service is accurate, complete or up to date, except as provided for in any Data Licence.

We are not responsible for websites we link to

Where our Service contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources.

Our Responsibility for loss or damage suffered by you

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Different limitations and exclusions of liability will apply to liability arising as a result of your use of each of the Data Collections you have subscribed to access. These liabilities are set out in the Data Licences for each Data Collection. We only provide our Service for Educational Use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our Privacy Notices:

- Digimap for Universities and Colleges: https://digimap.edina.ac.uk/help/about/privacy_notice/

- Digimap for Schools: https://digimapforschools.edina.ac.uk/privacy
- DataNation:
  https://datanation.edina.ac.uk/datanation/docs/DN_privacy_statement.pdf

Acceptable Use: uploading content to our Service

Whenever you make use of a feature that allows you to upload content to our site you must not upload:

- offensive, obscene or indecent images, data or other material, or any data capable of being resolved into obscene or indecent images or material;
- unlawful material, or material that is defamatory, threatening, discriminatory, extremist or which has the potential to radicalise themselves or others;
- material which is subsequently used to facilitate harassment, bullying and/or victimisation;
- material which promotes discrimination on the basis of race, gender, religion or belief, disability, age or sexual orientation;
- material with the intent to defraud or which is likely to deceive;
- material which advocates or promotes any unlawful act;
- material that infringes the intellectual property rights or privacy rights of a third party, or that is in breach of a legal duty owed to another party; or
- material that brings our Service into disrepute.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to other users within your organisation. When you upload content to our Service, you grant us the right to use, store and copy that content and to distribute it and make it available to other users within your organisation.

We also have the right to disclose your identity to any user within your organisation who is claiming that any content posted or uploaded by you to our Service constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on our Service if, in our opinion, your post does not comply with the content standards set out above.

You are solely responsible for securing and backing up your content.

We are not responsible for viruses and you must not introduce them

We do not guarantee that our Service will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Service. You should use your own virus protection software. You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

Rules about linking to our site

You may link to our Service home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists, without our prior consent. You must not establish a link to our site in any website that is not owned by you. Our Service must not be framed on any other site. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out above under Acceptable Use of Our Service. If you wish to link to or make any use of content in our Service other than that set out above or in the Data Licences you have agreed to, please contact digimap.ac.uk.

Which country's laws apply to any disputes?

Please note that these terms of use, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have jurisdiction except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. As we are based in Scotland, we may also bring proceedings in Scotland.

Our trade marks are registered

EDINA and Digimap are UK registered trade marks of the University of Edinburgh. You are not permitted to use them without our approval, unless they are part of material you are using as permitted under these Terms of Use.

Last updated: October 2022