

## Terms and Conditions

The following Terms and Conditions shall apply to the use of the ICAO GIS (Geographical Information System) Service.

By clicking "I Accept", you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement.

### Definitions

In these Terms and Conditions, the following terms shall have the meanings ascribed to them in this section:

“GIS Data Service” refers to the GIS data and collection of datasets provided by ICAO through the ICAO GIS Data Service;

“Subscriber” is a company or an organization holding a valid subscription and has been granted access to the GIS Data Service;

“Authorized User,” means an employee within the organization expressly authorized by the Subscriber to access or use the GIS Data Service; and

“Unauthorised Person” means any person who is neither a Subscriber nor an Authorised User.

ICAO reserves the right to suspend or terminate the GIS Data Service at any time without compensation to the Subscriber if there are reasonable grounds to conclude a breach of these Terms and Conditions has occurred.

#### 1. Permitted Use

Access to and usage of the GIS Data Service is granted to the Subscriber and Authorized User solely for the purpose of non-commercial use and within their organization.

#### 2. Restrictions on Use

The Subscriber and Authorized User shall not: rent, lease, license, sublicense or sell the GIS Data Service, including the technical documentation for the implementation of, and the credentials for accessing the GIS Data Service; or create derivative works from the GIS Data Service for commercial purposes. Without prejudice to the generality of the foregoing, the Subscriber and Authorized User shall not:

- 2.1. produce printouts or copies of the GIS Data Service for distribution to Unauthorized Persons;
- 2.2. re-sell the GIS Data Service or any part thereof to others;
- 2.3. make the GIS Data Service available to Unauthorized Persons;
- 2.4. abstract, download, store, reproduce, transmit, display, copy, distribute or use the GIS Data Service other than as permitted by paragraph 1;
- 2.5. decompile, disassemble or reverse engineer any of the software programmes, databases or other systems used by ICAO;

- 2.6. use the GIS Data Service for any illegal purpose, such as, but not limited to, sending, posting or allowing the posting of information which is defamatory or obscene or which violates the legal rights of others; or to send any unsolicited promotional or advertising material or any bulk messages which may interfere with the provision of the GIS Data Service or their use thereof by others; and
- 2.7. publish any part of the GIS Data Service without the prior written authorization of ICAO.

### **3. Accounts and Security**

Any accounts created by Subscribers and Authorized Users to access the GIS Data Service shall be used exclusively by the Subscriber and Authorized User.

- 3.1. Accounts shall not be shared or made available to an Unauthorized Person.
- 3.2. If ICAO suspects that an account is being used by an Unauthorized Person, the account may be suspended or terminated.

### **4. Content**

ICAO may, in its sole discretion, modify the content of or limit, suspend or discontinue the GIS Data Service at any time, with or without notice. ICAO shall, on a best effort basis, ensure that the GIS Data Service is periodically updated.

### **5. Intellectual Property Rights**

All intellectual property rights in the GIS Data Service (in both, machine readable and printed form) belong to ICAO or its third-party licensors. Subscribers and Authorized Users expressly undertake not to use the GIS Data Service in any way that infringes or may infringe the intellectual property rights therein belonging to ICAO or third-party licensors. Subscribers and Authorized Users shall not obscure or remove any copyright notices or any other similar intellectual property notices and markings.

### **6. No Warranties**

The GIS Data Service is made available to Subscribers and Authorized Users "as is", without warranty of any kind whether expressed or implied, including, without limitation, fitness for a particular purpose and satisfactory quality. Without limiting the generality of the foregoing, Subscribers and Authorized Users accept that the GIS Data Service may not meet the requirements of Subscribers and Authorized Users and are not guaranteed to operate error free.

### **7. Limitation of Liability**

Access to and usage of the GIS Data Service by Subscribers and Authorized Users shall be at their own risk. ICAO shall not be liable for any loss or damage however caused, including, but not limited to: errors or omissions in the GIS Data Service, inaccurate transmission or misdirection of data, resulting from the usage or inability to use the GIS Data Service and any action or decision based on information obtained through the

GIS Data Service. ICAO accepts no responsibility or liability whether direct or indirect, as to the currency, accuracy or quality of information obtained through the GIS Data Service, or for any consequences arising from its usage even if ICAO has been advised of the possibility of such consequences. This limitation shall apply whether the alleged liability is based on contract, tort, or any other basis. ICAO shall, on a best effort basis, minimize the occurrence of interruptions in the availability of the services caused by circumstances within its control. ICAO's liability for such interruptions shall not exceed the amount paid by the Subscriber for access to the Service or to the GIS Data Services, pro-rated in accordance with the period of non-availability. ICAO shall not be liable for any interruptions in the availability of the GIS Data Service caused by circumstances outside its control. In such cases, ICAO shall use reasonable efforts to have the GIS Data Service reinstated with dispatch.

**8. Indemnification**

Subscribers agree to indemnify, save, defend and otherwise hold harmless ICAO, its officers, employees and agents from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, or relating to, or resulting from their usage of the GIS Data Service.

**9. Privileges and Immunities**

Nothing contained herein shall be construed as a waiver of the privileges and immunities of ICAO and its officials.

**10. Termination**

ICAO may terminate with immediate effect access to and usage of the GIS Data Service granted hereunder and take any measures deemed necessary if Subscribers or Authorized Users fail to comply with the present Terms and Conditions.

**11. Settlement of Disputes**

Any dispute arising out of or relating to the interpretation or implementation of these Terms and Conditions, unless settled amicably by direct negotiations between the parties within ninety (90) days following the request for such amicable settlement (or such longer period as may be agreed by the parties), may be referred by either party hereto to arbitration. Arbitration shall be conducted in accordance with the UNCITRAL Arbitration Rules then obtaining by a sole arbiter in Montreal, and in the English language, and the parties shall be bound by any such arbitration as the final adjudication of the issue.

**12. Contact Information**

Any inquiries regarding the present Terms and Conditions or the GIS Data Service may be addressed to ICAO at:

ICAO GIS Data Service  
999 Robert-Bourassa Boulevard

Montréal, Québec H3C 5H7, Canada

Tel.: +1 514-954-8219

E-mail: GIS@icao.int

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