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- (e) use the Products in any commercial endeavour of any kind including but not limited to education, business, governmental, military or enterprise use of any kind, or any activity for which you or any entity for which or with which you are engaged or act as agent receive(s) or may receive compensation of any kind either directly or indirectly from the use of the Products, Content or Services;
- (f) delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Products or the Content;
- (g) remove, obscure or in any manner circumvent, modify or alter the digital rights management and/or copy protection restrictions attached to any of the Products, Content or Services;
- (h) use the Content or any part thereof on more than five (5) devices, where a device is any hardware or system capable of displaying or rendering the Content, save and except for free-of-charge Content or Content for which you own the copyright or have received a separate license to use, which may be used on any number of devices.

3. Appropriate Conduct, Compliance with Law and Avenza Policies

You agree that you are responsible for your own conduct while using the Products, and for any consequences thereof. You agree to use the Products only for purposes that are legal, proper and in accordance with the Terms and any applicable policies or guidelines Avenza may make available. By way of example, and not as a limitation, you agree that when using the Products, Services or the Content, you will not:

- (a) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- (b) upload, post, email, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;
- (c) upload, post, transmit or otherwise make available any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party, unless you are the owner of the rights, or

- have the permission of the owner or other legal justification to use such content;
- (d) upload, post, email, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;
 - (e) upload, post, email, transmit or otherwise make available any other content, message, or communication prohibited by applicable law, the Terms or any applicable Product policies or guidelines;
 - (f) download any file posted by another that you know, or reasonably should know, cannot be legally distributed in such manner;
 - (g) impersonate another person or entity, or falsify or delete any author attributions or proprietary designations or labels of the origin or source of Content, software or other material;
 - (h) restrict or inhibit any other user from using and enjoying the Products or Services;
 - (i) interfere with or disrupt Avenza services or servers or networks connected to Avenza services, or disobey any requirements, procedures, policies or regulations of networks connected to Avenza services;
 - (j) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Services or Content, or collect information about users for any unauthorized purpose;
 - (k) submit content that falsely expresses or implies that such content is sponsored or endorsed by Avenza;
 - (l) create user accounts by automated means or under false or fraudulent pretences;
 - (m) promote or provide instructional information about illegal activities;
 - (n) promote physical harm or injury against any group or individual; or
 - (o) transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

4. Content and Products

The PDF Maps software, the PDF Maps Service and the PDF Maps Store allow you to access, purchase, view and interact with a variety of content, including but not limited to maps, charts, photographic imagery, and other geographic, cartographic and navigational information provided by Avenza, its licensors, and its users (the "**Content**"). Additionally, you may choose to access your own content or other third party content made available for use in the Products such as content you or your enterprise have created yourselves. In all cases you understand and agree to the following:

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- (b) All maps, charts, imagery and related Content are provided for information, planning and general navigational purposes only. No representations and/or warranties are provided nor implied as to the accuracy of any particular item of Content or for the suitability or usability of any particular item of content for any particular purpose. You acknowledge and agree that any actual information, for example, road, landmark and/or other geography and/or related information, may differ from that contained in any particular item of Content. You should exercise judgment in your use of this Content.
- (c) By using the Products or Services, you do not receive any, and Avenza and/or its licensors and users retain all ownership rights in the Content. You may not use, access or allow others to use or access the Content in any manner not permitted under the Terms, unless you have been specifically permitted to do so by Avenza or by the owner of that Content, in a separate agreement.
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5. Non-commercial and Commercial Use

- (a) Use of the Products pursuant to this licensing agreement is granted strictly for non-commercial personal use.
- (b) Use of the Products in any commercial endeavour of any kind including but not limited to education,

business, government, military or enterprise use of any kind, or any activity for which you, or any other entity receive or may receive compensation of any kind either directly or indirectly from the use of the Products or any part thereof is not permitted under this agreement.

(c) In order to obtain a commercial license to use the software in a business, academic, government, military, enterprise or other commercial environment you must purchase a separate license from Avenza which you may do by contacting pdfmaps@avenza.com.

6. Map Store

(a) All Content sold or distributed through the PDF Maps Store or acquired by you through any means is done so on an as-is basis without representation or warranty of any kind whatsoever.

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(c) You may not create any map store, depository, warehouse, storage facility, or distribution or delivery mechanism or system that offers either for free or for purchase any items similar to the Content that uses or can be used with the Products or any part thereof as a method of obtaining, viewing or interacting with said items, unless said items are completely of your own creation or are items for which you hold full ownership and copyright over. Under no circumstances, is it permitted for you to distribute items of content for use with the Products or any part thereof on behalf of a third party even in the presence of an agreement between you and the third party.

7. DISCLAIMER OF WARRANTIES AND LIMITATIONS ON LIABILITY

(a) AVENZA AND ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ANY MAP OR OTHER CONTENT PROVIDOR AND ITS SUPPLIERS) MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE FUNCTIONALITY, ACCURACY OR COMPLETENESS OF ANY CONTENT OR THE PRODUCTS OR THE SERVICES.

(b) AVENZA AND ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ANY MAP OR OTHER CONTENT PROVIDOR AND ITS SUPPLIERS) MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE SUITABILITY OF ANY CONTENT OR THE PRODUCTS OR THE SERVICES FOR ANY PARTICULAR USE CASE .

(c) SUBJECT TO SECTION 14.1 OF THE AVENZA GENERAL TERMS OF SERVICE, AVENZA AND ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ANY MAP OR OTHER CONTENT PROVIDOR AND ITS SUPPLIERS) DISCLAIM ALL WARRANTIES IN CONNECTION WITH THE CONTENT AND THE PRODUCTS OR THE SERVICES, AND WILL NOT BE LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM YOUR USE OF THE CONTENT OR THE PRODUCTS OR THE SERVICES.

(d) YOU AGREE TO INDEMNIFY AND HOLD AVENZA AND ITS LICENSORS (INCLUDING BUT NOT LIMITED TO ANY MAP OR OTHER CONTENT PROVIDOR AND ITS SUPPLIERS) HARMLESS FROM ALL CLAIMS RESULTING FROM YOUR USE OF THE CONTENT OR THE PRODUCTS OR THE SERVICES.

8. Changes to the Terms

(a) Avenza may make changes to the Terms from time to time. When these changes are made, Avenza will make a new copy of the Terms available at <http://www.avenza.com> and from within, or through, the affected Services.

(b) You understand and agree that if you use the Services after the date on which the Terms or have changed, Avenza will treat your use as acceptance of the updated Terms or Terms.

9. Survival

Upon termination of this agreement for any reason whatsoever, sections 2, 3, 4, 6 and 7 of this agreement shall remain in full force indefinitely.

Schedule A
Avenza General Terms of Service

1. Your Relationship with Avenza

1.1 Your use of Avenza's products, software, services, content and web sites (referred to collectively as the "Services" in this document and excluding any services provided to you by Avenza under a separate written agreement) is subject to the terms of a legal agreement between you and Avenza. "Avenza" means Avenza Systems Inc., whose principal place of business is at 124 Merton Street, Suite 400, Toronto, ON M4S 2Z2 Canada. This document explains how the agreement is made up, and sets out some of the terms of that agreement.

1.2 Unless otherwise agreed in writing with Avenza, your agreement with Avenza will always include, at a minimum, the terms and conditions set out in this document. These are referred to below as the "General Terms".

1.3 Your agreement with Avenza will also include the terms of any specific legal notices applicable to the Services, in addition to these General Terms. All of these are referred to below as the "Additional Terms". Where Additional Terms apply to a Service, these will be accessible for you to read either within, or through your use of, that Service.

1.4 The General Terms, together with the Additional Terms, form a legally binding agreement between you and Avenza in relation to your use of the Services. It is important that you take the time to read them carefully. Collectively, this legal agreement is referred to below as the "Terms".

1.5 If there is any contradiction between what the Additional Terms say and what the General Terms say, then the Additional Terms shall take precedence in relation to that Service.

2. Accepting the Terms

2.1 In order to use the Services, you must first agree to the Terms. You may not use the Services or Products if you do not accept the Terms.

2.2 You can accept the Terms by:

(a) clicking to accept or agree to the Terms, where this option is made available to you by Avenza in the user interface for any Product or Service; or

(b) by actually using the Services. In this case, you understand and agree that Avenza will treat your use of the Services as acceptance of the Terms from that point onwards and it will be deemed that you have accepted them.

2.3 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Avenza, or (b) you are a person barred from receiving the Services under the laws of the Canada or other countries including the country in which you are resident or from which you use the Products or Services.

2.4 Before you continue, you should print off or save a local copy of the General Terms for your records.

3. Language of the Terms

3.1 Where Avenza has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language versions of the Terms will govern your relationship with Avenza.

3.2 If there is any contradiction between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

4. Provision of the Services by Avenza

4.1 Avenza has or may have subsidiaries, individuals and/or affiliated legal entities around the world (“Subsidiaries and Affiliates”). Sometimes, these individuals, companies or organizations will be providing the Services to you on behalf of Avenza itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Services to you.

4.2 Avenza is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Services which Avenza provides may change from time to time without prior notice to you.

4.3 As part of this continuing innovation, you acknowledge and agree that Avenza may permanently or temporarily stop providing the Services or any features therein to you or to users generally at Avenza’s sole discretion, without prior notice to you. You may stop using the Services at any time. You do not need to specifically inform Avenza when you stop using the Services.

4.4 You acknowledge and agree that if Avenza disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.5 You acknowledge and agree that while Avenza may not currently have set a fixed upper limit on the number of transmissions you may send or receive through the Services or on the amount of storage space used for the provision of any Service, such fixed upper limits may be set by Avenza at any time, at Avenza’s discretion, and thereby imposed upon you.

5. Use of the Services By You

5.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Service or as part of your continued use of the Services. You agree that any registration information you give to Avenza will always be accurate, correct and up-to-date.

5.2 You agree to use the Services only for purposes that are permitted by (a) the Terms and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from Canada, the United States or other relevant countries).

5.3 You agree not to access or attempt to access any of the Services by any means other than through the interface that is provided by Avenza, unless you have been specifically allowed to do so in a separate agreement with Avenza. You specifically agree not to access, or attempt to access, any of the Services through any automated means, including but not limited to the use of scripts or web crawlers, and shall ensure that you comply with the instructions set out in any related file present on the Services.

5.4 You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

5.5 Unless you have been specifically permitted to do so in a separate agreement with Avenza, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services or any part thereof for any purpose.

5.6 You agree that you are solely responsible for (and that Avenza has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which Avenza may suffer) of any such breach.

6. Your Passwords and Account Security

6.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

6.2 Accordingly, you agree that you will be solely responsible to Avenza for all activities that occur under your account.

6.3 If you become aware of any unauthorized use of your password or of your account, you agree to notify Avenza immediately.

6.4 If you change your email address or any other contact information associated with your account it is your responsibility to notify Avenza accordingly. You agree that Avenza is not responsible for any failure to keep your contact information up-to-date or for any failure in communication or providing the Services that may result as a consequence of your contact or account information not being up-to-date.

7. Privacy and Your Personal Information

7.1 For information about Avenza's data protection practices, please read Avenza's privacy policy at <http://www.avenza.com/legal/privacy>. This policy explains how Avenza treats your personal information, and protects your privacy, when you use the Services.

7.2 You agree to the use of your data in accordance with Avenza's privacy policies.

7.3 You agree to permit Avenza to share information regarding your purchases of content via the Services with its Licensors and the providers of said content.

8. Proprietary Rights

8.1 You acknowledge and agree that Avenza (or Avenza's licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential by Avenza and that you shall not disclose such information without Avenza's prior written consent.

8.2 Unless you have agreed otherwise in writing with Avenza, nothing in the Terms gives you a right to use any of Avenza's trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

8.3 If you have been given an explicit right to use any of these brand features in a separate written agreement with Avenza, then you agree that your use of such features shall be in compliance with that agreement, any applicable provisions of the Terms, and Avenza's brand feature use guidelines as updated from time to time.

8.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

8.5 Unless you have been expressly authorized to do so in writing by Avenza, you agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or

organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

9. Ending Your Relationship With Avenza

9.1 The Terms will continue to apply until terminated by either you or Avenza as set out below unless otherwise stipulated to survive such termination in any Additional Terms particular to any Service.

9.2 If you want to terminate your legal agreement with Avenza, you may do so by (a) notifying Avenza at any time, removing all licensed Products, Services and Content from your device(s) and (c) closing your accounts for all of the Services which you use, where Avenza has made this option available to you. Your notice should be sent, in writing, to Avenza's address which is set out at the beginning of these Terms.

9.3 Avenza may at any time, terminate its legal agreement with you if:

- (a) you have breached any provision of the Terms (or have acted in manner which clearly shows that you do not intend to, or are unable to comply with the provisions of the Terms); or
- (b) Avenza is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful); or
- (c) any partner with whom Avenza offered the Services to you has terminated its relationship with Avenza or ceased to offer the Services to you; or
- (d) Avenza is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the service; or
- (e) the provision of the Services to you by Avenza is, in Avenza's opinion, no longer commercially viable.

9.4 Nothing in this Section shall affect Avenza's rights regarding provision of Services under Section 4 of the Terms.

9.5 When these Terms come to an end, all of the legal rights, obligations and liabilities that you and Avenza have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of paragraphs 15.7 and 15.8 shall continue to apply to such rights, obligations and liabilities indefinitely.

10. EXCLUSION OF WARRANTIES

10.1 NOTHING IN THESE TERMS, INCLUDING SECTIONS 10 AND 11, SHALL EXCLUDE OR LIMIT AVENZA'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

10.3 IN PARTICULAR, AVENZA, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
- (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR,
- (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
- (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

10.4 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

10.5 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AVENZA OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

10.6 AVENZA FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO OVERALL PROVISION IN PARAGRAPH 10.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT AVENZA, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU FOR:

(A) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;

(B) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:

(I) ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;

(II) ANY CHANGES WHICH AVENZA MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);

(III) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

(IV) YOUR FAILURE TO PROVIDE AVENZA WITH ACCURATE ACCOUNT INFORMATION;

(V) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

11.2 THE LIMITATIONS ON AVENZA'S LIABILITY TO YOU IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT AVENZA HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

12. Copyright and Trademark Policies

12.1 It is Avenza's policy to respond to notices of alleged copyright and license infringement that comply with applicable international intellectual property law (including but not limited to, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

13. Other Content

13.1 The Services may include hyperlinks to other web sites or content or resources. Avenza may have no control over any web sites or resources which are provided by Avenza or by companies or persons other than Avenza.

13.2 You acknowledge and agree that Avenza is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

13.3 You acknowledge and agree that Avenza is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

14. Changes to the Terms

14.1 Avenza may make changes to the Universal Terms or Additional Terms from time to time. When these changes are made, Avenza will make a new copy of the Terms available at <http://www.avenza.com> and from within, or through, the affected Services.

14.2 You understand and agree that if you use the Services after the date on which the General Terms or Additional Terms have changed, Avenza will treat your use as acceptance of the updated General Terms or Additional Terms.

15. General Legal Terms

15.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

15.2 The Terms constitute the whole legal agreement between you and Avenza and govern your use of the Services (but excluding any services which Avenza may provide to you under a separate written agreement), and completely replace any prior agreements between you and Avenza in relation to the Services.

15.3 You agree that Avenza may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Services.

15.4 You agree that if Avenza does not exercise or enforce any legal right or remedy which is contained in the Terms (or which Avenza has the benefit of under any applicable law), this will not be taken to be a formal waiver of Avenza's rights and that those rights or remedies will still be available to Avenza for exercise or enforcement at any time and without restriction.

15.5 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

15.6 You acknowledge and agree that each member of the group of companies of which Avenza is the parent shall be third party beneficiaries to the Terms and that such other companies shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

15.7 The Terms, and your relationship with Avenza under the Terms, shall be governed by the laws of the Province of Ontario without regard to its conflict of laws provisions. You and Avenza agree to submit to the exclusive jurisdiction of the courts located within the Province of Ontario to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Avenza shall still be permitted to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

15.8 Notwithstanding the foregoing, you agree and accept that Avenza may, at any time and at its sole discretion, defer jurisdiction of any legal matter arising from this agreement to any jurisdiction or authority as it sees fit and that you agree to be bound by the decision of such authority.