

Terms of Use Agreement

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE USING THE WEBSITE AND THE BIRD.I SERVICE. BY CLICKING ACCEPT OR CONTINUING TO USE THE BIRD.I SERVICE YOU ARE AGREEING TO BE BOUND BY THE TERMS CONTAINED HEREIN:

Welcome to hibirdi.com, the website and online service of Birdi Ltd (company number 09194409) whose registered office is at C/O Dafferns LLP, One Eastwood, Binley Business Park, Coventry, West Midlands, CV3 2UB, United Kingdom ("We," "Us" or "Our"). This page explains the terms by which you may use our online facilities, tools, services or information that We make available through the Website or Service either now or in the future. You agree to comply with on an ongoing basis and be bound by these Terms of Use. If you do not agree to be bound by these Terms of Use, you should stop using the Website and/or Service immediately. We reserve the right to make unilateral modifications to these Terms of Use.

1. Age Restrictions

- 1.1 Subject to Clause 1.2, there are no age restrictions for the use of the Website or Service.
- 1.2 Only persons aged eighteen years or older may purchase a Subscription Plan.

2. Intellectual Property

- 2.1 Subject to the exceptions in Clause 4 of these Terms of Use, all Content included on the Website or via the Service is the property of Us, Our affiliates or other relevant third parties. By continuing to use the Website or the Service you acknowledge that such Content is protected by applicable United Kingdom and international intellectual property and other laws.
- 2.2 Subject to Clause 3, you may not reproduce, copy, distribute, store or in any other fashion re-use Material from the Website or Service unless otherwise indicated on the Website or Service or unless given Our express written permission to do so.

3. Licence Terms and Restrictions

- 3.1 Upon payment of a Subscription Fee, We grant you a Licence via the Service for the duration of your subscription in accordance with your chosen Subscription Plan. Under such a Licence, you agree to fulfil the obligations and comply with all rules as set out in terms of the chosen Subscription Plan:
- 3.2 Under such a Licence you agree and will ensure that:
 - 3.2.1 your Authorised Users and End Users accept these Terms of Use and do not use the Material in any way that would violate these Terms of Use;
 - 3.2.2 you will take reasonable steps to prevent unauthorised use of the Material by Authorised Users and End Users;
 - 3.2.3 Authorised Users and End Users are aware that all Intellectual Property Rights in the Material belong to Us, Our affiliates or other relevant third parties and that rights in the Material are licensed (not sold) to you or subsequently to the End User
 - 3.2.4 Authorised Users and End Users are aware that you have no rights in or to the Material other than the right to use the Material, in accordance with these Terms of Use; and
 - 3.2.5 you will promptly notify Us in writing if you become aware of any misappropriation or unauthorised use of the Material by any Authorised User or End User.
- 3.3 Except as expressly permitted in the License, you will not, and will not permit any End User or third party to: (a) publish, transmit, reproduce, create derivatives of or otherwise utilise the Materials; (b) merge the Materials with any other data, information or content; (c) reverse engineer or otherwise attempt to derive the algorithms, databases or data structures upon which the Materials are based; (d) distribute, sublicense, rent, lease or loan the Materials; (e) use the Materials for the business needs of any third person or entity, including without limitation, providing any services to any third parties; (f) remove, bypass or circumvent any electronic or other forms of protection measure included on or with the Materials; (g) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on the Materials; or (h) otherwise use or access the Service or any derivatives for any purpose not expressly permitted under these Terms of Use, including, without limitation, redistribution, retransmission or publication in exchange for a fee or other consideration, advertising or for use in marketing and promotional materials.

- 3.4 Upon request, you will provide assurances acceptable to Us that you are using the Materials consistently with the terms of these Terms of Use. Upon notice, We may inspect your records, accounts and books relating to the use of the Materials and the Service to ensure that the Materials are being used in accordance with these Terms of Use.
- 3.5 Additional Terms shall be deemed to be incorporated in this Agreement. In the event of any conflict between any terms contained in this Agreement and any Additional Terms, the Additional Terms shall prevail and the Agreement shall be deemed to have been varied only to the extent required so as to give effect to the Additional Terms.
4. **Third Party Intellectual Property and Material**
- 4.1 Material on the Website and via the Service is always accompanied by the details of its respective author, creator and/or owner. The Material is the property of the author, creator and/or owner detailed. Such ownership extends to any free previews of Material that may be available on this Website or via the Service.
- 4.2 The Material is to be used only in accordance with these Terms of Use.
5. **Links to Other Websites**
- The Website may contain links to other sites. Unless expressly stated, these sites are not under Our control or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on the Website does not imply Our endorsement of the sites themselves or of those in control of them.
6. **Links to the Website**
- Those wishing to place a link to the Website on other sites may do so only to the home page of the site www.hibirdi.com. Deep linking (i.e. links to specific pages within the site) requires Our express written permission. To find out more please contact Us by email at info@hibirdi.com.
7. **Use of Service and Communications Facilities**
- 7.1 When using the Service or any System on the Website you should do so in accordance with the following rules and warrant that neither you nor any Authorised User will:
- 7.1.1 use the Services or any System for any purpose that is unlawful or prohibited by these Terms of Use;
 - 7.1.2 use the Services or any System in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services;
 - 7.1.3 violate local laws and regulations regarding online conduct and acceptable content;
 - 7.1.4 use obscene or vulgar language;
 - 7.1.5 submit content that is unlawful or otherwise objectionable. This includes, but is not limited to, content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;
 - 7.1.6 disseminate, store, or transmit files, graphics, software, or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
 - 7.1.7 create a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication;
 - 7.1.8 export, re-export, or permit downloading of any content in violation of any export or import law, regulation, or without all required approvals, licenses, or exemptions. You understand that any export, re-export or retransfer of certain Content and Materials is subject to U.S. and UK export control, sanctions and embargo laws;
 - 7.1.9 interfere, disrupt, or attempt to gain unauthorised access to other accounts or any other computer network;
 - 7.1.10 disseminate, store, or transmit viruses, trojan horses, or any other malicious code or program
 - 7.1.11 use Content in a way that is intended to promote or incite violence;

- 7.1.12 not violate these Terms of Use or any applicable laws by the means in which you identify yourself;
 - 7.1.13 engage in any form of commercial advertising without obtaining Our written consent;
 - 7.1.14 impersonate other people, particularly employees and representatives of Us or Our affiliates; and
 - 7.1.15 use Our System for unauthorised mass-communication such as “spam” or “junk mail”
 - 7.1.16 transfer use of the Services and Material to anyone without Our prior written consent; and
 - 7.1.17 copy, loan, rent, time-share, sublicense, assign, transfer, lease, sell or otherwise dispose of the Service or Material, data, or other content on a temporary or permanent basis except as expressly provided herein.
- 7.2 You acknowledge that We reserve the right to monitor your use of the Service and any and all communications made to Us or using Our System.
- 7.3 You acknowledge that We may retain copies of documents pertaining to your use of the Service and any and all communications made to Us or using Our System.
- 7.4 You acknowledge that any information you send to Us through your use of the Service or use of Our System may be modified by Us in any way and you hereby waive your moral right to be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

8. Accounts

- 8.1 In order to access Material on the Website or via the Service and to use certain other parts of the Website and the Service you are required to create an Account which will contain certain personal details (including Payment Information) which may vary based upon the type of Account that you choose. You will be required to set up a user name and password. By continuing to use the Website you represent and warrant that:
- 8.1.1 all information you submit is accurate and truthful;
 - 8.1.2 you have permission to submit Payment Information where permission may be required; and
 - 8.1.3 you will keep this information accurate and up-to-date.
- Your creation of an Account is further affirmation of your representation and warranty.
- 8.2 Sharing of accounts is not permitted unless We expressly authorise it in writing. You are required to keep your Account details confidential and must not reveal your username and password to anyone. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.
- 8.3 If you have reason to believe that your Account details have been obtained by another without consent, you should contact Us immediately to suspend your Account. Please be aware that due to the instantaneous nature of Material delivery, completed Image Views cannot be cancelled and will be deducted from your allowance, as per your Subscription Plan.
- 8.4 When choosing your username, you are required to adhere to the terms set out above in Clause 7. Any failure to do so could result in the suspension and/or deletion of your Account.

9. Subscriptions and Cancellation

- 9.1 Subscription charges commence on the date that you activate your subscription. Your credit / debit card / bank account / purchase order will be billed on the day of activation with the amount agreed in terms of your Subscription Plan and your Account will be credited with the agreed number of Credits. If billing is via electronic invoice then Subscription charges shall commence at the date as displayed within the invoice.
- 9.2 Your first purchase of Credits under your Subscription Plan will be at the price advertised on the Website. We reserve the right to change Subscription Fees from time to time and any such changes may affect your subscription rate.

For further information on subscriptions and pricing, please visit Our subscriptions page www.hibirdi.com.

- 9.3 No part of the Website constitutes a contractual offer capable of acceptance. Your order for a subscription constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you a subscription confirmation email. Only once We have sent you a subscription confirmation email will there be a binding contract between Us and you.
- 9.4 Subscription confirmations under sub-Clause 9.3 will be sent to you immediately upon activation of your subscription and shall contain the following information:
- 9.4.1 confirmation of the subscription including full details of the plan type available through your subscription;
 - 9.4.2 fully itemised pricing for your subscription including, where appropriate, taxes and any other additional charges;
 - 9.4.3 the applicable times and dates for your subscription (including the commencement date); and
 - 9.4.4 A unique token to access the Service.
- 9.5 Access to the Service shall commence immediately upon Our confirmation of your subscription. When completing the subscription process, you expressly acknowledge that you wish that access to the Service be available immediately. You will also be required to expressly acknowledge that by doing so you will lose your statutory right to cancel your contract with Us as detailed below in sub-Clause 9.6.
- 9.6 If you are a consumer based within the European Union, you have a statutory right to a “cooling-off” period with respect to the purchase of certain goods and services. This period, if applicable, begins once the contract between Us and you is formed (as explained under sub-Clause 9.3) and ends at the end of 14 calendar days after that date. Under normal circumstances, access to the Service begins immediately upon Our confirmation of your subscription. As set out in sub-Clause 9.5, by expressly using Credits to access Material, you waive your right to the cooling-off period and may not cancel the contract merely because you have changed your mind.
- 9.7 You may cancel at any time after subscribing, however subject to sub-Clause 9.8, no refunds can be provided, and you will continue to have access to the Service until the Credits purchased in terms of your Subscription Plan have been fully utilised whereupon access will cease unless you choose to pay the Subscription Fee and reactivate your subscription.
- 9.8 If you subscribe in error, you must inform Us within 24 hrs of subscribing and must not use the Service during that time. This provision also applies to automatic renewals of subscriptions which you may have forgotten to cancel. If any use of the Service during this time period can be traced to your Account, no refund can be provided, and you will continue to have access to the Service until the Credits purchased in terms of your Subscription Plan have been fully utilised.
- 10. Subscription Plans**
- 10.1 You (which may be an individual, an organisation or a company) are entitled to subscribe for the Subscription Plans as set out in Appendix Part 1
- 10.2 A Subscription Plan shall comprise one of the following:-
- (i) the One off plan
 - (ii) the Individual plan
 - (iii) the Team plan, and
 - (iv) the Channel plan
- all as referred to in the Appendix Part 1.
- 10.3 Your choice of Subscription Plan will determine the type of Licence you will have to view Material, download Materials or to use downloaded Materials in a commercial application by reference to the Subscription Plan selected as set out in the Appendix Part 2.
- 10.4 The Subscription Plan chosen shall determine the use to which any Material can be used as set out in the Appendix Part 3.
- 10.5 The End User Licence provisions in respect of each type of Licence shall apply and are as set out in the Appendix Part 4.

11. Image Views

- 11.1 Where a single Authorised User views a single image over a single location at a time, it will constitute a single Image View. For the avoidance of doubt, if the same image is viewed multiple times by an Authorised User, it will be recorded as multiple Image Views and not a single Image View.
- 11.2 Where an Authorised User views multiple images over a single location, the Image Views will be recorded as multiple Image Views and not a single Image View.
- 11.3 Where a single Authorised User views an image over multiple locations, it will be recorded as multiple Image Views.
- 11.4 Where multiple Authorised Users view the same image over a single location simultaneously, it will be recorded as multiple Image Views and not a single Image View.
- 11.5 The above is not an exhaustive list. For the avoidance of doubt, an Image view is an API call and each time an API call is made an Image View will be logged, irrespective of whether such Image View relates to the same location, zoom level, user and image source as a previous Image View.

12. Material, Pricing and Availability

- 12.1 Whilst every effort has been made to ensure that all representations of Material available from the Website or Service correspond to the actual Material, We are not responsible for any variations from these descriptions.
- 12.2 Where appropriate, you may be required to select the required size, quality, resolution or format of the Material that you are ordering via your Subscription.
- 12.3 We neither represent nor warrant that such Material will be available. Material may be temporarily unavailable due to problems with the Service, maintenance or similar. Alternatively, Material that is no longer available (after, for example, being removed by its author, creator and/or owner) may remain referenced on the Website of the Service for a short time before removal.
- 12.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.
- 12.5 All prices on the Website exclude VAT, VAT will be charged at the time of the subscription. Our VAT number is 194 6951 58.

13. Termination

- 13.1 Either Us or you may terminate your Account and (where relevant) your Subscription at any time. If We terminate your Account or Subscription, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving any reasons.
- 13.2 If We terminate your Account as a result of your breach of these Terms of Use, you will not be entitled to any refund. Such terminations can be appealed by email at account@hibirdi.com.
- 13.3 If We terminate your account or subscription for any other reason, you will be refunded any unused Credits on your Subscription Plan.
- 13.4 If We terminate your Account or Subscription, you will cease to have access to Material from the date of termination.
- 13.5 If you terminate your Account or Subscription, you will continue to have access to Material until the Credits purchased in terms of your Subscription Plan have been fully utilised as per sub-Clause 9.7.
- 13.6 If you terminate your Account or Subscription, no refunds can be provided, and you will continue to have access to the Material until the Credits purchased in terms of your Subscription Plan have been fully utilised whereupon access will cease unless you chose to activate another Subscription Plan.

14. Indemnity

You and any Authorised Users agree to indemnify, on a joint and severable basis, and hold harmless Us and Our subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable legal costs, made by any third party due to or arising out of content you or any Authorised User submit, post to, or transmit through the Services, their use of the Services, their violation of these Terms of Use, any third party terms or conditions described herein, or their violation of any rights of another, including

without limitation that the Material violates or infringes upon any copyright, trademark, patent or other proprietary right.

15. **How We Use Your Personal Information (Data Protection)**

Our Data Protection Policy, set out in the Appendix Part 5, shall apply to the use of the Website and Service. All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Legislation and our Data Protection Policy as set out in Appendix Part 5.

16. **Legal Rights and Disclaimers**

- 16.1 Unless expressly stated otherwise in these Terms of Use, We make no warranty or representation that the Website or Service will be compatible with all systems, or that it will be secure.
- 16.2 Whilst every reasonable endeavour has been made to ensure that all information provided on the Website and via our Service is accurate and up to date, We make no warranty or representation that this is the case. We make no guarantee of any specific results from the use of Our Service.
- 16.3 No part of the Website is intended to constitute advice and the Content of the Website should not be relied upon when making any decisions or taking any action of any kind.
- 16.4 We do not warrant the accuracy of any information provided on the Website or any other information provided pursuant to the Service and We accept no liability in respect of (i) any inaccuracy of information provided on the Website or any other information provided pursuant to the Service or (ii) the User's misinterpretation of any information or Material provided pursuant to the Service.
- 16.5 We, including Our affiliates, Our partners and third parties, make no representation or warranty that: (i) the Content is suitable for use in commercial situations; or (ii) the Content is suitable for a particular use; or (iii) that it constitutes accurate data and / or advice on which business decisions can be based.
- 16.6 When providing digital content to consumers (in this instance, the Material), We are required to provide digital content that is of satisfactory quality and in accordance with any descriptions given by Us. This includes any digital content we may subsequently modify. If We fail to comply with Our legal obligations, consumers may be entitled to certain legal remedies.
- 16.7 Whilst We exercise all reasonable skill and care to ensure that the Website and Our Service is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.
- 16.8 If, as a result of Our failure to exercise reasonable care and skill, any digital content from the Website or Service damages your device or other digital content belonging to you, you may be entitled to certain legal remedies.

17. **Availability of the Website, Service and Modifications**

- 17.1 We accept no liability for any disruption or non-availability of the Website or Service resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and state-mandated censorship.
- 17.2 We reserve the right to alter, suspend or discontinue any part (or the whole of) the Website or Service including, but not limited to, the Content available. These Terms of Use shall continue to apply to any modified version of the Website or Service unless it is expressly stated otherwise.

18. **Limitation of Liability**

- 18.1 To the fullest extent permissible by law, We, including Our affiliates, Our partners and third parties, accept no liability to any user for any loss or damage, whether foreseeable or otherwise, in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising out of or in connection with the use of (or inability to use) the Website or Our Service or the use of or reliance upon any content included on the Website or the Service.
- 18.2 To the fullest extent permissible by law, We, including Our affiliates, Our partners and third parties, exclude all representations, warranties, and guarantees (whether express or implied) that may apply to the Website or the Service or any content included on the Website or provided via the Service.

- 18.3 If you are a commercial user, We accept no liability for loss of profits, sales, business or revenue; loss of business opportunity, goodwill or reputation; loss of anticipated savings; business interruption; or for any indirect or consequential loss or damage.
- 18.4 We exercise all reasonable skill and care to ensure that the Website and Service is free from viruses and other malware. Subject to sub-Clause 18.6, We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect your hardware, software, data or other material that occurs as a result of your use of the Website or the Service (including the downloading of any content from it) or any other site referred to on the Website.
- 18.5 We neither assume nor accept responsibility or liability arising out of any disruption or non-availability of the Website or the Service resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, natural events, acts of war, or legal restrictions and censorship.
- 18.6 Nothing in these Terms of Use excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. For full details of consumers' legal rights, including those relating to digital content, please contact your local Citizens' Advice Bureau or Trading Standards Office.
- 18.7 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms of Use and shall not affect the validity and enforceability of the remaining Terms of Use. This term shall apply only within jurisdictions where a particular term is illegal.
19. **Compliance with the EULA**
- You shall comply at all times with the EULA and shall procure that at all times all Authorised Users and End Users comply with the EULA and shall remain in compliance with the EULA.
20. **No Waiver**
- In the event that any party to these Terms of Use fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.
21. **Third Party Rights**
- Nothing in these Terms of Use shall confer any rights upon any third party. The agreement created by these Terms of Use is between Us and you.
22. **Communications**
- 22.1 All notices / communications shall be given to Us either by post to Our premises (see address above) or by email to account@hibirdi.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received by Us in full on a business day and on the next business day if the email is sent on a weekend or public holiday.
- 22.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please tick the unsubscribe box during the registration process.
23. **Law and Jurisdiction**
- 23.1 These Terms of Use, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, the law of England and Wales.
- 23.2 If you are a consumer, any disputes concerning these Terms of Use, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of Scotland.

In this Agreement the following terms have the following meanings:

“Account”	means collectively the personal information, Payment Information and credentials used by you to access the Service or Material and / or any communications System on the Website;
“Additional Terms”	means additional terms contained in any quotes for services provided by Us to you from time to time;
“Appendix”	means the appendix in 5 parts set out at the end of these Terms of Use <u>to be read in conjunction with and as part of these Terms of Use</u> ;
“API”	means a set of functions and procedures that allow the creation of applications which access the features and data of the Our online platform;
“API Call”	means a user initiated call to Our API, which triggers a set of routines, protocols and tools for providing the User with Material;
“Authorised User”	means those persons employed or engaged by you, either as an employee or self-employed contractor, and authorised by you to use the Service under your Account;
“Content”	means any text, graphics, images, logos, icons, audio, video, software, data compilations, page layout, underlying code and any other form of information capable of being stored in a computer that appears on or forms part of the Website or forms part of our Service;
“Credit”	means a unit of credit purchased as part of a Subscription Plan and redeemed against the use of the Service and the Material in accordance with a Licence;
“Data Protection Legislation”	means the Data Protection Act 1998 or EU Regulation 2016/679 – the General Data Protection Regulation (“GDPR”) as appropriate;
“Data Protection Policy”	means the data protection policy in the terms set out in Appendix Part 5;
“End User”	means your end user or other third parties that use the Material as result of your exploitation of the Material;
“EULA”	means a licence in the terms set out in the end user licence agreement in the Appendix Part 4 or a similar agreement incorporating those terms;
“Image View”	means an API call, which is the combination of a user, a location, a zoom level and an image source;
“Intellectual Property Rights”	means all past, present, and future trade secret rights, patent rights, copyrights, moral rights, contract rights, trademark rights, service marks, and other proprietary rights in any jurisdiction, including those rights in inventions, software, domain names, know-how, technology, methods, processes, information, and technology;
“Licence”	means a non-exclusive, limited, non-transferable, freely revocable licence to use the Material pursuant to these Terms of Use;
“Material”	means image chips available via the Service including an Image View
“Payment Information”	means any details required for the purchase of Material from the Website or via Our Service. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
“Service”	means the dissemination of observation imagery, being remote sensing data acquired by satellite, airborne or unmanned aircraft systems, and Content derived from location based information which has been generated from the exploitation of Our affiliates or other relevant third parties data through an API to be integrated and utilised in your web, mobile or desktop applications or collectively any online facilities, tools, services or information that we makes available through the Website either now or in the future;
“Subscription Fee”	means the sum of money paid or to be paid for a Subscription Plan;

“Subscription Plan”	means one of the One Off / Individual / Team / Channel subscription packages as set in Appendix Part 1 (depending on what the User has opted to purchase);
“System”	means any online communications infrastructure that We make available through the Website either now or in the future. This includes, but is not limited to, web-based email, forums, live chat facilities and email links;
“Terms of Use”	means these terms of use;
“Website”	means Our website (www.hibirdi.com) and any sub-domains of this site unless expressly excluded by their own terms of use; and
“you”	means you, the user of the Website and/or the Service.

Appendix

In this Appendix the following terms have the following meanings:

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|-------------------------------------|---|
| “Your Content” | means software, applications, tools, algorithms, models, methods or other data owned by you or for which you have the appropriate use rights; |
| “Location Based Application” | means an application developed by you using Material that complies with the requirements of the applicable licence type and these Terms of Use; |
| “Screenshot Derivative” | means a captured or downloaded screenshot of the Material. |

Appendix Part 1 – Subscription Plan and Features

See website (www.hibirdi.com/buy-satellite-images/)

Appendix Part 2 Terms of Use Licence Types

Subject to the Subscription Plan you have subscribed to, there are three ways you can view and interact with the Material:

- View License

If a View License is included in the Subscription Plan selected, subject to the terms and conditions of these Terms of Use, We grant to you a limited, non-exclusive, non-transferable, fee-paid, licence to allow you and your Authorised Users to use the Material as follows:

- (i) to view the Material in Our portal and/or access, process, reproduce, enhance and adapt the Material to be integrated and viewed in your Location Based Application and
- (ii) to market, distribute and sublicense to End Users the Material (including as modified pursuant to above) only as a part of your Location Based Application

- Download License

If a Download License is included in the Subscription Plan selected, subject to the terms and conditions of these Terms of Use, We grant to you a limited, non-exclusive, non-transferable, fee-paid, license to allow you and your Authorised Users to use the Material as follows:

- (i) to view the Material in Our Portal and/or access, process, reproduce, enhance and adapt the Material to be integrated and viewed in your Location Based Application and
- (ii) download and print Screenshot Derivative(s) of the Material, provided the Screenshot Derivative(s) complies with the following:
 - (a) Located on only one domain name;
 - (b) No larger than 2048 x 2048 pixels;
 - (c) Resolution is no better than resolution of imagery in the Material;

- (d) Format is limited to .png, .gif, .jpg, .jpe, .jfif, .bmp, .pdf; or any format without georeferencing information (TIFF, NITF, GeoPDF, JP2, and JPEG2000 are not permitted);
 - (e) Only collection date/time, vehicle, and band combination metadata can be published with the Screenshot Derivative; and
 - (f) Each use of the Material or Screenshot Derivative includes an attribution to the owner of the copyright in the background data. on or adjacent to the image in the following form: "Image © 20XX [owner name].", annotating the applicable year.
- (iii) download and cache Material in jpeg or png format on mobile devices, tablets, computers and similar devices for offline usage; provided that, the Location Based Application must not allow an End User to cache more than 100MB per session and End Users will not have any right to use or redistribute the Material or Content separate and apart from the Location Based Application
 - (iv) market, distribute and sublicense to End Users the Material and Screenshot Derivatives (including as modified pursuant to above) only as a part of the Location Based Application

- Derivative License

If a Derivative License is included in the Subscription Plan selected, subject to the terms and conditions of these Terms of Use, We grant to you a limited, non-exclusive, non-transferable, fee-paid, license to allow you and your Authorised Users to use the Material as follows:

- (i) to view the Material in Our portal and/or access, process, reproduce, enhance and adapt the Material in the Location Based Application and
- (ii) download and print Screenshot Derivative(s) of the Materials, provided the Screenshot Derivative(s) complies with the following:
 - (a) Located on only one domain name;
 - (b) No larger than 2048 x 2048 pixels;
 - (c) Resolution is no better than resolution of imagery in the Material;
 - (d) Format is limited to .png, .gif, .jpg, .jpe, .jfif, .bmp, .pdf; or any format without georeferencing information (TIFF, NITF, GeoPDF, JP2, and JPEG2000 are not permitted);
 - (e) Only collection date/time, vehicle, and band combination metadata can be published with the Screenshot Derivative; and
 - (f) Each use of the Material or Screenshot Derivative includes an attribution to the owner of the copyright in the background data. on or adjacent to the image in the following form: "Image © 20XX [owner name].", annotating the applicable year.
- (iii) download and cache Material in jpeg or png format on mobile devices, tablets, computers and similar devices for offline usage; provided that, the Location Based Application must not allow an Authorised User to cache more than 100MB per session and Authorised Users will not have any right to use or redistribute the Material or Content separate and apart from the Location Based Application

- (iv) to overlay graphics, text and/or other content over any Materials or Screenshot Derivative(s), and to extract geographic features, human-made features, persons or animals and related data from the Materials via non-automatic identification, measurement, and/or analysis
- (v) to resize any such Materials and Screenshot Derivative(s), and incorporate same into the Location Based Application
- (vi) market, distribute and sublicense to End Users the Material Screenshot Derivatives (including as modified pursuant to above only as a part of the Location Based Application

Appendix Part 3 Application Use Case

The Material and any Screenshot Derivative(s), if applicable, under your selected Licence type, may be used only in accordance with that Application Use Case set forth in the Subscription Plan you select.

The available Application Use Cases are as follows:

- Internal/Private:
 - (i) The Material and Screenshot Derivative(s) can be used for non-commercial purposes.
 - (ii) The Material and Screenshot Derivative(s), including any of your content included in or later added, must not be offered to End Users for free.
 - (iii) The Material and Screenshot Derivative(s), including any of your content included in or later added, must not be offered to End Users for a fee, including, without limitation, pursuant to a fee-based subscription or other fee based restricted access.
 - (iv) The Material must be available behind a firewall, on an internet network or in a closed community accessible only by you and your approved collaborators.
- External/Public:
 - (i) The Material and Screenshot Derivative(s) can be used for non-commercial purposes.
 - (ii) The Material and Screenshot Derivative(s), including any of your content included in or later added, may be offered to End Users for free
 - (iii) The Material and Screenshot Derivative(s), including any of your content included in or later added, must not be offered to End Users for a fee, including, without limitation, pursuant to a fee-based subscription or other fee based restricted access.
 - (iv) The Material must not be available behind a firewall, on an internet network or in a closed community accessible only by you and your approved collaborators.
- Commercial:
 - (i) The Material and Screenshot Derivative(s) can be used for non-commercial and commercial purposes.
 - (ii) The Material and Screenshot Derivative(s), including any of your content included in or later added, may be offered to End Users for free
 - (iii) The Material and Screenshot Derivative(s), including any of your content included in or later added, may offered to End Users for a fee, including, without limitation, pursuant to a fee-based subscription or other fee based restricted access.
 - (iv) The Material must not be available behind a firewall, on an internet network or in a closed community accessible only by you and your approved collaborators.

For the avoidance of doubt, you must obtain prior written authorisation from Us before a Commercial Application Use Cases is granted. Please contact sales@hibirdi.com for further information.

Appendix Part 4 End User Licence Agreement

You shall comply at all times with the EULA, and you, and any Authorised User, shall procure that at all times any End Users of the Material or your Location Based Application complies with, and shall remain in compliance with the EULA based on the Subscription Plan you have selected as follows:

- End User View License

We grant to you a non-exclusive, non-transferable license to access the Material and to use all content available through the Service in accordance with these Terms of Use.

These Terms of Use permit you to use the Material for your internal, non-commercial use only.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the, except as follows:

- (i) You may view the Material
- (ii) Your computer may temporarily store copies of the Material in RAM incidental to your accessing and viewing it.
- (iii) You may store files that are automatically cached by your web browser for display enhancement purposes.
- (iv) You may use the images, tools and applications only as permitted by these Terms of Use.

Except as specifically permitted by these Terms of Use, you must not use any imagery or other content separately from the Material or delete or alter any copyright, trademark or other proprietary rights notices from copies of the Material.

- End User Download License

We grant to you a non-exclusive, non-transferable license to access the Material and to use all content available through the Service in accordance with these Terms of Use.

These Terms of Use permit you to use the Material for your internal, non-commercial use only.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Material, except as follows:

- (i) You may download and print Screenshot Derivative(s) of the Material
- (ii) You may download and cache Material in jpeg or png format on mobile devices, tablets, computers and similar devices for offline usage; provided that, the Location Based Application must not allow an End User to cache more than 100MB per session and End Users will not have any right to use or redistribute the Material separate and apart from the Location Based Application
- (iii) Your computer may temporarily store copies of Material in RAM incidental to your accessing and viewing the Material.

- (iv) You may store files that are automatically cached by your web browser for display enhancement purposes.
- (v) You may use the images, tools and applications only as permitted by these Terms of Use.

Except as specifically permitted by these Terms of Use, you must not use any imagery or other content separately from or delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from Material.

- End User Derivative License

We grant to you a non-exclusive, non-transferable license to access the Material and to use all content available through the Service in accordance with these Terms of Use.

These Terms of Use permit you to use the Material for your internal, non-commercial use only.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Material, except as follows:

- (i) You may access, process, reproduce, enhance and adapt the Material in your Location Based Application.
- (ii) You may overlay graphics, text and/or other content over any Material, and to extract geographic features, human-made features, persons or animals and related data from the Material or the Screenshot Derivatives via non-automatic identification, measurement, and/or analysis.
- (iii) You may resize any such Material or Screenshot Derivatives, and incorporate same into the Location Based Application. Your computer may temporarily store copies of the Material in RAM incidental to your accessing and viewing the Material.
- (iv) You may store files that are automatically cached by your web browser for display enhancement purposes.
- (v) You may use the images, tools and applications only as permitted by these Terms of Use.

Except as specifically permitted by these Terms of Use, you must not use any imagery or other content separately from Material or delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from Material.

Appendix Part 5 Data Protection Policy

We understand that your privacy is important to you and that you care about how your personal data is used and shared online. We respect and value the privacy of everyone who visits the Website, and (subject to the limited exceptions in section 6, below) We do not collect personal data about you unless you contact us (see section 5, below). Any personal data We do collect will only be used as permitted by law.

Please read this Data Protection Policy carefully and ensure that you understand it. Your acceptance of this Data Protection Policy is deemed to occur upon your first use of Our Website. If you do not accept and agree with this Data Protection Policy, you must stop using Our Website immediately.

1. Definitions and Interpretation

In this Policy, the following terms shall have the following meanings:

“personal data” means any and all data that relates to an identifiable person who can be directly or indirectly identified from that data. In this case, it means personal data that you give to Us via Our Website. This definition shall, where applicable, incorporate the definitions provided in the EU Regulation 2016/679 – the General Data Protection Regulation (“GDPR”).

2. Information About Us

- 2.1 Our VAT number is 194 6951 58
- 2.2 Our Data Protection Officer is Corentin Guillo, and can be contacted by email at corentin@hibirdi.com, by telephone on +44 7825 788 650, or by post at 6th Floor Suite - Central Chambers - 93 Hope Street - Glasgow - G2 6LD.

3. What Does This Policy Cover?

This Data Protection Policy applies only to your use of Our Website. Our Website may contain links to other websites. Please note that We have no control over how your data is collected, stored, or used by other websites and We advise you to check the data protection policies of any such websites before providing any data to them.

4. Your Rights

- 4.1 As a data subject, you have the following rights under the GDPR, which this Data Protection Policy and Our use of personal data have been designed to uphold:
 - 4.1.1 The right to be informed about Our collection and use of personal data;
 - 4.1.2 The right of access to the personal data we hold about you (see section 8);
 - 4.1.3 The right to rectification if any personal data We hold about you is inaccurate or incomplete (please contact Us using the details in section 9);
 - 4.1.4 The right to be forgotten – i.e. the right to ask Us to delete any personal data We hold about you (We only hold your personal data for a limited time, as explained in section 6 but if you would like Us to delete it sooner, please contact Us using the details in section 9);
 - 4.1.5 The right to restrict (i.e. prevent) the processing of your personal data;
 - 4.1.6 The right to data portability (obtaining a copy of your personal data to re-use with another service or organisation);
 - 4.1.7 The right to object to Us using your personal data for particular purposes; and
 - 4.1.8 Rights with respect to automated decision making and profiling.
- 4.2 If you have any cause for complaint about Our use of your personal data, please contact Us using the details provided in section 9 and We will do Our best to solve the problem for you. If We are unable to help, you also have the right to lodge a complaint with the UK’s supervisory authority, the Information Commissioner’s Office.
- 4.3 For further information about your rights, please contact the Information Commissioner’s Office or your local Citizens Advice Bureau.

5. What Data Do We Collect?

- 5.1 In order to provide you the best user experience, we will be required to collect personal information. This include but may not be limited to:
 - name and company name
 - contact information including email address
 - demographic information such as postcode, preferences and interests
 - other information relevant to customer surveys and/or offers
 - information about the devices you use including internet protocol address (IP address),

location, type and operating system

6. How Do We Use Your Data?

- 6.1 Any personal data will be processed and stored securely, for no longer than is necessary in light of the reason(s) for which it was first collected. We will comply with Our obligations and safeguard your rights under the GDPR at all times. For more details on security see section 7, below.
- 6.2 We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:
- Internal record keeping.
 - We may use the information to improve our services.
 - We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided. From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customise the website according to your interests. We have a legitimate interest to process this information in order to keep doing business. This data will generally be corporate contact details. We will use these contact details to send information about other products and services from time to time but you will always have the option of telling us not to contact you in this way.
 - If you subscribe to updates from our blog we will email you when there are updates.
 - If you request a trial of our products and services, we will contact you to verify details prior to commencement of any trial and we may contact you during the trial for feedback.
 - If you download a white paper or other commercial marketing asset from Our Website, then we may contact you in regard to that asset or other products or services which we may offer.
- 6.3 You have the right to withdraw your consent to Us using your personal data at any time, and to request that We delete it.
- 6.4 We will not share any of your data with any third parties for any purposes.

7. How and Where Do We Store Your Data?

- 7.1 We only keep your personal data for as long as We need to in order to use it as described above in section 6, and/or for as long as We have your permission to keep it.
- 7.2 Some or all of your data may be stored outside of the European Economic Area (“the EEA”) (The EEA consists of all EU member states, plus Norway, Iceland, and Liechtenstein). If We do store data outside the EEA (this may be the case, for example, if Our email server is located in a country outside the EEA), We will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the UK and under the GDPR, Our third party service providers’ data protection policies can be found at:
- 7.2.1 Hubspot (<https://www.hubspot.com/data-privacy/gdpr>)
 - 7.2.2 Stripe (<https://stripe.com/guides/general-data-protection-regulation#stripe-and-the-gdpr>)
 - 7.2.3 Google for Business (<https://privacy.google.com/businesses/>)
 - 7.2.4 Xero (<https://www.xero.com/uk/campaigns/xero-and-gdpr/>)
 - 7.2.5 Amazon Web Service (<https://aws.amazon.com/compliance/gdpr-center/>)
- 7.3 Data security is very important to Us, and to protect your data We have taken suitable measures to safeguard and secure any data We hold about you (even if it is only your email address), including securing and protecting all of the data you provide to Us via a valid HTTPS connection.
- 7.4 Notwithstanding the security measures that We take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to Us data via the internet.

8. How Can You Access Your Data?

You have the right to ask for a copy of any of your personal data held by Us (where such data is held). Under the GDPR, no fee is payable, and We will provide any and all information in response to your request free of charge. Please contact Us for more details at account@hibirdi.com, or using the contact details below in section 9.

9. How We Use Cookies

9.1 Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you browse our Website and also allows us to improve our Website.

9.2 A cookie is a small file that we store on your browser or the hard drive of your computer if you agree. Cookies contain information that is transferred to your computer's hard drive.

9.3 We may use the following cookies:

9.3.1 Essential cookies.

These are cookies that are required for the operation of our Website.

9.3.2 Analytical cookies.

These are cookies that allow us to analyse data about webpage traffic on our Website. This allows us to, for example, count the number of visitors to our Website and see how visitors move around our website when they are using it. We only use this information for statistical analysis purposes and to help us improve our Website.

9.4 You can choose to accept or decline cookies. Most web browsers automatically accept cookies so you should modify your web browser's settings to block cookies if you wish to decline cookies. If you use your web browser's settings to block all cookies (including essential cookies), you may not be able to access all or parts of our Website.

10. Contacting Us

If you have any questions about Our Website or this Data Protection Policy, please contact Us by email at account@hibirdi.com, or by post at 6th Floor Suite - Central Chambers - 93 Hope Street - Glasgow - G2 6LD. Please ensure that your query is clear, particularly if it is a request for information about the personal data We hold about you (as under section 8, above).

11. Changes to Our Data Protection Policy

We may change this Data Protection Policy from time to time (for example, if the law changes). Any changes will be immediately posted on Our Website and you will be deemed to have accepted the terms of the Data Protection Policy on your first use of Our Website following the alterations. We recommend that you check this page regularly to keep up-to-date.