

Google Maps for Enterprise Evaluation Terms of Use

Thank you for requesting a 30-day trial of Google Maps for Enterprise (the "**Service**" or the "**API**"). By accepting these terms and using the Service, you ("**You**") accept and agree to be bound by the [Terms of Service for Google Maps](#) as well as these additional terms and conditions (the "**Terms of Use**").

1. Service.

1.1 Description of Service. The API consists of Javascript that allows You to display Google map images on your website, subject to the limitations and conditions described below. The API is limited to allowing You to display map images only, and does not provide You with the ability to access the underlying map data, any services provided by Google in connection with its maps service (such as local search or directions), or any other Google service.

Subject to the limitations and conditions described below, You may use the API to display map images in conjunction with other information You provide to end users. The API may be used for services that are generally accessible to consumers without charge. Additionally, for the 30 days following the date of your acceptance of these terms (the "**Evaluation Period**"), the API may be used for Your internal applications and services.

In order to obtain the API, You must have a Google Account. After supplying Google with Your account information, the URL of your service, and agreeing to the Terms of Use, You will be issued an alphanumeric key assigned to You by Google that is uniquely associated with your Google Account and the URL of your service. Your service must import the Google Maps API using an HTML <script> tag that contains this key, as described in the Maps API documentation, and Google will block requests with an invalid key or invalid URL. Google shall have sole and complete control over the map data and format.

1.2 Photographic Imagery. The Google map images accessible to you through the Service may contain photographic imagery. Your use of this photographic imagery is limited to displaying it to end users within the Service itself, and in the same manner, form, format, and appearance as it is provided by the Service. You may not, nor may you allow others to, copy, distribute, display, alter, or otherwise use, this photographic imagery except as it is provided to you through the Service. Google reserves the sole right and discretion to determine whether your display of photographic images through the Service is in conformance with this Section, and also reserves the right to terminate or suspend your access to photographic imagery at any time for any reason, without notice.

1.3 Modifications. Google reserves the right to release subsequent versions of the API and to require You to obtain and use the most recent version. Google may modify the Terms of Use at any time with or without notice, and You can review the most current version of the Terms of Use online at any time at <http://www.google.com/apis/maps/terms.html>. If a modification is unacceptable to You, You may cancel the Service by removing the Javascript from Your Site. If You continue to use the Service on any Site, You will be deemed to have accepted the modifications.

1.4 Appropriate Conduct and Prohibited Uses. The Service may be used for services that are generally accessible to consumers without charge and, during the Evaluation Period, for Your internal services that are accessible to your employees and agents..

You agree that You are responsible for your own conduct and content while using the Service and for any consequences thereof. You agree to use the Service only for purposes that are legal, proper and in accordance with these Terms of Use and any applicable policies or guidelines. By way of example, and not as a limitation, You agree that when using the Service, You will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload, post, email or transmit or otherwise make available any inappropriate, defamatory, infringing, obscene, or unlawful Content;
- upload, post, email or 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 to post such Content;
- upload, post, email or transmit or otherwise make available messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law, these Terms of Use or any applicable policies or guidelines.
- download any file posted by another that You know, or reasonably should know, that cannot be legally distributed in such manner;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material;
- restrict or inhibit any other user from using and enjoying Google services;
- use Google services for any illegal or unauthorized purpose;
- remove any copyright, trademark or other proprietary rights notices contained in or on Google services;
- interfere with or disrupt Google services or servers or networks connected to Google services, or disobey any requirements, procedures, policies or regulations of networks connected to Google services;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of Google services or collect information about users for any unauthorized purpose;
- submit Content that falsely expresses or implies that such Content is sponsored or endorsed by Google;
- create user accounts by automated means or under false or fraudulent pretenses;
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual; or
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

International users agree to comply with their own local rules regarding online conduct and acceptable content, including laws regulating the export of data to the United States or your country of residence.

In addition, the Service may not be used: (a) for or with real time route guidance (including without limitation, turn-by-turn route guidance and other routing that is enabled through the use of a sensor), or (b) for, or in connection with, any systems or functions for automatic or autonomous control of vehicle behavior.

1.5 Advertising. The Service does not include advertising in the maps images, and will not include advertising during the Evaluation

Period. However, Google reserves the right to include advertising in the maps images provided to You through the Service after the conclusion of the Evaluation Period, but will provide You with ninety (90) days notice prior to the commencement of advertising. Such notice may be provided on relevant Google websites, including but not limited to the [Google Maps API Blog](#) and the [Google Maps API Group](#) (or such successor URLs that Google may designate from time to time). During that 90 day period, you may terminate your use of the Service, or provide notice of your refusal to accept advertising in accordance with Google's policies and procedures for providing such notice (which Google may make available from time to time in its sole discretion).

1.6 Geocode Requests. There is a limit of 50,000 geocode requests per day per Maps API key. This translates to roughly one geocode request every 1.73 seconds. If you exceed this 24-hour limit, the Maps API geocoder may stop working for you temporarily. If you continue to abuse this limit, your access to the Maps API geocoder may be blocked permanently.

2. Proprietary Rights.

2.1 Google Rights. For purposes of the Terms of Use, "**Intellectual Property Rights**" shall mean any and all rights existing from time to time under patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. As between You and Google, You acknowledge that Google owns all right, title and interest, including without limitation all Intellectual Property Rights, in and to the Service and that You shall not acquire any right, title, or interest in or to the Service, except as expressly set forth in the Terms of Use.

2.2 Brand Feature License. For purposes of the Terms of Use, "**Brand Features**" shall be defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time. Google hereby grants to You a nontransferable, nonsublicenseable, nonexclusive license during the Term to display Google's Brand Features for the purpose of promoting or advertising that You use the Service in accordance with this Section 2.2 and for the purpose of fulfilling Your obligations under Section 2.3 below. You hereby grant to Google a nontransferable, nonexclusive license during the Term to use Your Brand Features to advertise that You are using the Service.

In using Google Brand Features, you may not:

- display a Google Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Google, other than your involvement in the Service, or that can be reasonably interpreted to suggest editorial content has been authored by, or represents the views or opinions of Google or Google personnel;
- use Google Brand Features to disparage Google, its products or services;
- display a Google Brand Feature on your site if it contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age;
- have the Google logo as the largest logo on your website (except as displayed in the map image itself);
- display a Google Brand Feature as the most prominent element on any page of your website;

- display a Google Brand Feature in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Google;
- display a Google Brand Feature on a site that violates any law or regulation; or
- remove, distort or alter any element of a Google Brand Feature (this includes squeezing, stretching, inverting, discoloring, etc.).

You understand and agree that Google has the sole discretion to determine whether your use of Google brand features is in accordance with the above restrictions.

Except as set forth in this Section 2.2, nothing in the Terms of Use shall grant or shall be deemed to grant to one party any right, title or interest in or to the other party's Brand Features. All use by You of Google's Brand Features (including any goodwill associated therewith) shall inure to the benefit of Google. At no time during or after the Term shall You challenge or assist others to challenge the Brand Features of Google (except to the extent such restriction is prohibited by law) or the registration thereof by Google, nor shall You attempt to register any Brand Features (including domain names) that are confusingly similar in any way (including but not limited to, sound, appearance and spelling) to those of Google.

2.3 Attribution; Legal Notices. The maps images provided to You through the Service may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Google and its partners. You may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features. You agree to maintain, and not to remove, modify, obscure or alter, any link or notices appearing on any map image provided through the Service. You acknowledge and agree that that these Legal Notices supplement the Terms of Use for the Service.

2.4 Digital Millennium Copyright Act. It is Google's policy to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act. For directions and more information, please see <http://www.google.com/dmca.html>.

3. **Privacy Policy.** Google's collection and use of personal information is governed by Google's Privacy Policy, available at <http://www.google.com/privacy.html>. You understand and agree that Google may access, preserve, and disclose Your personal information and the contents of Your account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of Google, its affiliates or the public. Personal information collected by Google may be stored and processed in the United States or any other country in which Google or its agents maintain facilities. By using the Service, You consent to any such transfer of information outside of your country.

4. **INDEMNITY**

You agree to hold harmless and indemnify Google, and its subsidiaries, affiliates, officers, agents, and employees, advertisers or partners, from and against any third party claim arising from or in any way related to your use of the Service, violation of these Terms of Use or any other actions connected with use of Google services, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, Google will provide You with written notice of such claim, suit or action.

5. **DISCLAIMER OF WARRANTIES**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- b. GOOGLE MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE OR THROUGH OR FROM GOOGLE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE.

6. **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF GOOGLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

7. **EXCLUSIONS AND LIMITATIONS**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS 5 AND 6 MAY NOT APPLY TO YOU.

8. Term and Termination.

8.1 Term. The term of the Terms of Use shall commence on the date upon which agree to the Terms of Use and shall continue in force thereafter, unless terminated as provided herein.

8.2 Termination. Google may change, suspend or discontinue all or any aspect of the Service, including their availability, at any time, and may suspend or terminate Your use of the Service at any time. This includes, without limitation, the right to set, at Google's own discretion and at any time, a maximum number of map images you may access through the service without Google's prior written consent.

In addition, either party may terminate the Terms of Use at any time, for any reason, or for no reason including, but not limited to, if You engage in any action that reflects poorly on Google or otherwise disparages or devalues the Google Brand Features or Google's reputation or goodwill. If You desire to terminate the Terms of Use, You must remove the Service from Your Site.

8.3 Rejection of Application. Google shall have the right, in its sole discretion, to reject any request to use the Service at any time and for any reason, and such rejection shall render null and void the Terms of Use between You and Google. Google shall not be liable to You for damages of any sort resulting from its decision to reject such a request.

8.4 Effect of Termination. Upon the termination of the Terms of Use for any reason (i) all license rights granted herein shall terminate and (ii) You shall immediately delete any and all maps images and Google Brand Features.

8.5 Survival. In the event of any termination or expiration of the Terms of Use for any reason, Sections 2.1, 4, 5, 6, 7, 8.4, 8.5, 8.6, and 9 shall survive termination. Neither party shall be liable to the other party for damages of any sort resulting solely from terminating the Terms of Use in accordance with its terms.

8.6 Remedies. You acknowledge that Your breach of service/license restrictions contained herein may cause irreparable harm to Google, the extent of which would be difficult to ascertain. Accordingly, You agree that, in addition to any other remedies to which Google may be legally entitled, Google shall have the right to seek immediate injunctive relief in the event of a breach of such sections by You or any of Your officers, employees, consultants or other agents.

8.7 Third Party Beneficiaries. Nothing in the Terms of Use should be construed to confer any rights to third party beneficiaries.

9. GENERAL INFORMATION

Entire Agreement. The Terms of Use constitute the entire agreement between You and Google and govern your use of the Service, superceding any prior agreements between You and Google. You also may be subject to additional terms and conditions that may apply when You use or purchase certain other Google services, affiliate services, third-party content or third-party software.

Choice of Law and Forum. The Terms of Use and the relationship between You and Google shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and Google agree to submit to the personal and exclusive jurisdiction of the

courts located within the county of Santa Clara, California.

Waiver and Severability of Terms. The failure of Google to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of Google services or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.