

MAPSFORTHAT TERMS & CONDITIONS

By using and/or visiting this website (collectively, including all content, applications and other features and functionality available through the Mapsforthat.com domain name or other Mapsforthat-branded URL, the "**Mapsforthat Website**" or the "**Website**"), you accept and agree to be bound by this Agreement and any posted Mindjet policies and guidelines applicable to the Mapsforthat Website, including without limitation Mindjet's privacy policy, found at <http://www.mindjet.com/privacy-policy/overview>, all of which are incorporated herein by reference (collectively the "**Agreement**").

This Agreement is between you, the end user, and the following entity that is applicable to the jurisdiction in which you are located:

If you are located in Europe (other than the UK, Ireland Isle of Man and Jersey), the Middle East or Africa:	Mindjet GmbH
If you are located in the UK, Ireland, Isle of Man or Jersey:	Mindjet (UK) Ltd.
If you are located in Japan:	Mindjet Co. Ltd. (KK)
If you are located anywhere else, including the United States:	Mindjet LLC

(collectively, "**Mindjet**").

The services offered by Mindjet include the Mapsforthat Website and all services, resources, forums, applications and other features and functionality offered via the Website (collectively the "**Services**"). Mindjet permits you to use the Services only upon the condition that you accept all of the terms contained in this Agreement. Please read this Agreement carefully. This Agreement governs your use of the Services. You acknowledge and agree that by using the Services that you have read, understood and agreed to the terms contained in this Agreement, and that you agree to be bound by them. If you do not agree to (or cannot comply with) the terms of this Agreement, then Mindjet is unwilling to permit you to use the Services, and you should discontinue your use of the Services immediately. Mindjet may, in its sole discretion, modify this Agreement at any time, and you agree to be bound by such modifications. Although Mindjet may attempt to notify you when major changes are made to this Agreement, you should periodically review the most up-to-date version. Your continued use of the Services following any such modification constitutes your agreement to be bound by and your acceptance of the Agreement as so modified.

Effective Date: July 2010

Last Updated: July 2010

1. **Users.** This Agreement applies to all users of the Services, whether you are a "**Visitor**" (which means that you simply browse the Mapsforthat Website, including, without limitation, through a mobile or other wireless device, or otherwise use the Services without being registered) or you are a "**Member**" (which means that you have set up a Mapsforthat account) and whether or not you also contribute content, information, and

other materials or services on the Website. When this Agreement refers to "*you*" or a "*User*", it applies to you regardless of your status as a Visitor or a Member. If a particular term applies only to Members, this Agreement will specify that.

2. **Ability to Accept Agreement.** You represent and warrant that you are at least 18 years old, or the applicable age of majority in the jurisdiction in which you reside. In any case, you affirm that you are over the age of 13 years old, as the Services are not intended for children under 13. If you do not meet the requirements of this Section 2, do not use the Services.
3. **Registration Obligations.** In order to access some of the Services, you will have to sign-in either using a user name and password created when establishing your Mapsforthat account or, if you are an existing Mindjet customer and have an existing Mindjet account, using the user name and password for your existing Mindjet account. You agree that all information provided by you in connection with your account ("**Registration Data**") will be and will remain true, accurate, current, and complete, and you agree to update this information to keep it accurate and complete. If you provide any information that is inaccurate or incomplete, or Mindjet has reasonable grounds to suspect that such information is inaccurate or incomplete, Mindjet has the right to suspend or terminate your account and refuse any and all current or future use of the Services or any portion thereof. You acknowledge, consent, and agree that Mindjet may access, preserve and disclose your Registration Data and other non-public Content (as defined in [Section 6.a](#) below) if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this Agreement; (c) respond to claims that any Registration Data or non-public Content (as defined in Section 6.1 below) violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of Mindjet, Users, and the public.
4. **Security.** Members will have a username and a password that is used for accessing certain of the Services. You are solely responsible for maintaining the confidentiality of your username and password and are responsible for all activities that occur under your username. You agree that your user name and password may be used only by you. You may not share your username and password with anyone else. You agree to immediately notify Mindjet of any unauthorized use of your username or password or any other breach of security. You also agree that if you have signed in using your user name and password you will ensure that you sign out at the end of each session. You understand that the Services may include additional security components. You agree not to attempt to override or circumvent any of the usage rules or security features embedded into the Services. Mindjet will not be liable for any loss or damage that arises as a result of your failure to comply with this Section.
5. **Privacy.** Registration Data and certain other information about you are subject to Mindjet's Privacy Policy. You understand that through your use of the Services, you consent to the collection, storage and use of such information. This may include the transfer of such information to the United States and other countries for storage, processing and use by Mindjet and its service providers with whom it may be necessary to share such information for the purpose of providing and maintaining the Services, all of whom are under strict obligations of confidentiality to Mindjet.
6. **Content and Conduct.**

- a. **Content.** You understand that all maps, information, data, text, software, music, sounds, photographs, graphics, video, messages, documents, and other materials ("**Content**"), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such Content originated. Mindjet does not control User Submissions (as defined in [Section 6.b](#) below) or any other Content that is submitted, posted or displayed in connection with the Services that is not Content provided by Mindjet ("**Mindjet Content**") and therefore does not guarantee the accuracy, integrity, or quality of such Content. You understand that by using the Services, you may be exposed to Content that is offensive, indecent or objectionable. Under no circumstances will Mindjet be liable in any way for any Content, including, without limitation, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content. Mindjet does not plan to pre-screen Content for appropriateness, but reserves the right to pre-screen, refuse, or remove any Content that violates this Agreement or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any Content, including any reliance on the accuracy, completeness, or usefulness of such Content.
- b. **Your User Submissions.** You may be able to submit, post or display Content in connection with the Services by posting maps ("**User Maps**"), by posting comments and messages, chatting, or engaging in other forms of communication through the Services ("**User Communications**", and together with User Maps, "**User Submissions**"). You understand that whether or not such User Submissions are published, Mindjet does not guarantee any confidentiality with respect to your User Submissions. You are solely responsible for your own User Submissions and the consequences of posting or publishing them. You affirm, represent and warrant that your User Submissions will not infringe or violate the rights of any other party or any laws, and that you own or have all the necessary licenses, rights, consents and permissions to use and authorize Mindjet to use all patent, trademark, trade secret, copyright and other proprietary rights in and to such User Submissions to enable inclusion of the User Submissions in the manner contemplated by the Services and to grant the rights granted to Mindjet and Users under this Agreement. By submitting, posting or displaying User Submissions on or through the Services, you grant Mindjet and its affiliates a worldwide, royalty-free, non-exclusive, sublicensable and transferable license to use, reproduce, modify, create derivative works of, distribute, display and perform such User Submissions for any purpose, without any compensation or obligation to you. Unless you and Mindjet have expressly agreed that your User Submission will not be downloadable, you grant Users a worldwide, royalty-free, non-exclusive, license to use, reproduce, modify, create derivative works of, distribute, display and perform such User Submissions for their personal or internal business purposes. The above licenses are perpetual and irrevocable. For User Submissions for which Mindjet provides you with the ability to elect to make such User Submissions "viewable only" in the upload process and for which you have made such election, you grant to Users a royalty-free, non-exclusive license to access your User Submissions through the Mapsforthat Website, and to view and use such User Submissions as permitted through the functionality of the Services. The

foregoing license terminates within a commercially reasonable time after you remove or delete your User Submissions from the Mapsforthat Website. If you do not wish to grant to Mindjet and Users the foregoing rights, do not submit, post or display User Submissions on or through the Services.

- c. **Your Use of Content.** Content is provided to you "as is" for your personal or internal business purposes only, and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed or otherwise exploited for any other purposes whatsoever except as expressly permitted under this Agreement or with the prior written consent of the respective owners. You may access and use User Submissions of other Users and expressly identified Mindjet Content solely for your personal or internal business purposes. Unless you see a "download" or similar link displayed by Mindjet on the Mapsforthat Website for that User Submission, you may solely access such User Submissions through the MapsforthatWebsite and view and use such User Submissions as permitted through the functionality of the Services. For User Submissions for which a "download" or similar link is displayed by Mindjet on the Mapsforthat Website for that User Submission, you may download such Submissions using the download functionality provided through the Services and use, reproduce, modify, create derivative works of, distribute, display and perform such User Submissions for your personal or internal business purposes.
- d. **Restrictions on Use of the Services.** You agree to not use the Services to do any of the following:
- upload, post, email, transmit, or make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, illegal, libelous, invasive of another's privacy, of a "spamming" nature, hateful, or racially, ethnically, or otherwise objectionable;
 - harm minors in any way;
 - impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
 - manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
 - upload, post, email, transmit, or otherwise make available any Content that you do not have a right to make available under any law or contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
 - upload, post, email, transmit, or otherwise make available any Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or that violates any communications regulations or statutes or any other laws;
 - upload, post, email, transmit, or otherwise make available any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, hardware, or telecommunications equipment;

- disrupt the normal flow of dialogue, cause a screen to "scroll" faster than Users of the Services are able to type, or otherwise act in a manner that negatively affects other Users' ability to engage in real time exchanges;
 - interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
 - violate any applicable local, state, national or international law, and any regulations;
 - "stalk" or otherwise harass another; or
 - collect or store personal data about other Users without their consent or in connection with the prohibited conduct and activities set forth above.
- e. **Additional Restrictions.** You further agree to not do any of the following:
- distribute in any medium any part of the Services, including, but not limited to, User Submissions, except as expressly permitted hereunder or with Mindjet's prior written authorization;
 - alter or modify any part of the Services, including, but not limited to, Mindjet Content;
 - access User Submissions or other Content through any technology or means other than the Services themselves and the functionality provided therewith, or other explicitly authorized means Mindjet may designate;
 - use, reproduce, modify, distribute, resell or otherwise exploit the Services or any portion thereof, including any User Submissions and any Mindjet Content, for any commercial use;
 - collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g. comments, email) for any commercial solicitation purposes;
 - solicit, for commercial purposes, any other Users; or
 - use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers" that accesses the Mindjet Website in a manner that sends more request messages to the Mindjet servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

Notwithstanding the foregoing, Mindjet grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of, and solely to the extent necessary for, creating publicly available searchable indices of the materials, but not caches or archives of such materials. Mindjet reserves the right to revoke these exceptions, either generally or in specific cases.

7. **International Use.** You acknowledge the global nature of the Internet and you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

8. **Indemnity.** You agree to indemnify and hold Mindjet and its subsidiaries, affiliates, officers, directors, agents, employees, partners, independent contractors, and licensors harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your User Submissions, your use of the Services, your connection to the Services, your violation of this Agreement, or your violation of any rights of another person or entity.
9. **DISCLAIMER OF WARRANTIES AND DAMAGES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICES ARE AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS SUCH DISCLAIMER MAY BE LIMITED BY APPLICABLE LAW OR AS OTHERWISE SET FORTH HEREIN, MINDJET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
 - b. MINDJET MAKES NO WARRANTY WITH RESPECT TO PERFORMANCE, SECURITY, CAPABILITY, CURRENTNESS, OR THAT (i) THE SERVICES WILL MEET YOUR REQUIREMENTS; (ii) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (v) ANY ERRORS IN THE SERVICES WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS ACCESSED AT YOUR OWN DISCRETION AND RISK, AND 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, WHETHER CAUSED BY VIRUS OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL MINDJET BE LIABLE FOR ANY UNAUTHORIZED USE OF THE SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MINDJET OR THROUGH OR FROM THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.
 - c. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE FOR ANY UNAUTHORIZED USE OF ANY CONTENT OR ANY USE OF THE SERVICES TO DEVELOP, DISTRIBUTE, OR USE ANY MATERIAL THAT IS DEFAMATORY, SLANDEROUS, LIBELOUS OR OBSCENE, THAT PORTRAYS ANY PERSON IN A FALSE LIGHT, THAT CONSTITUTES AN INVASION OF ANY RIGHT TO PRIVACY OR AN INFRINGEMENT OF ANY RIGHT TO PUBLICITY, THAT VIOLATES OR INFRINGES ANY THIRD PARTY'S RIGHTS OR THAT

VIOLATES ANY FOREIGN, FEDERAL, STATE OR LOCAL STATUTE OR REGULATION.

- d. THE SERVICES MAY CONTAIN VIEWS, ADVICE, STATEMENTS AND OPINIONS WHICH REPRESENT THE VIEWS, ADVICE, OPINIONS AND STATEMENTS OF THE INDIVIDUAL AUTHORS AND NOT NECESSARILY THOSE OF MINDJET AND CANNOT BE ATTRIBUTED TO MINDJET. MINDJET DOES NOT REPRESENT OR ENDORSE THE ACCURACY OR RELIABILITY OF ANY VIEW, ADVICE, OPINION, STATEMENTS OR OTHER INFORMATION PROVIDED BY SUCH AUTHORS. RELIANCE UPON SUCH VIEWS, OPINIONS, ADVICE, STATEMENTS OR OTHER INFORMATION SHALL ALSO BE AT YOUR OWN RISK. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE TO ANYONE FOR ANY INACCURACY, ERROR, OMISSION, INTERRUPTION, TIMELINESS, INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT, COMPLETENESS, DELETION, DEFECT, FAILURE OF PERFORMANCE, COMMUNICATION LINE FAILURE, ALTERATION OR USE OF AN AUTHOR'S WORKS, REGARDLESS OF CAUSE, FOR ANY DAMAGES RESULTING THEREFROM. MINDJET ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY DAMAGE, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO OR USE OF THE SERVICES.
10. **LIMITATION OF LIABILITY.** TO THE EXTENT LEGALLY PERMITTED UNDER APPLICABLE LAW, MINDJET SHALL NOT BE LIABLE TO YOU FOR ANY 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 MINDJET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, MINDJET IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS THAT ARISES OUT OF OR IS ANY WAY CONNECTED WITH YOUR USE OF THE SERVICES, MINDJET'S LIABILITY SHALL IN NO EVENT EXCEED \$50.00.
11. **EXCLUSIONS AND LIMITATIONS.** SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. TO THE EXTENT THAT IN A PARTICULAR CIRCUMSTANCE ANY DISCLAIMER OR LIMITATION ON DAMAGES OR LIABILITY SET FORTH HEREIN IS PROHIBITED BY APPLICABLE LAW, THEN, INSTEAD OF THE PROVISIONS HEREOF IN SUCH PARTICULAR CIRCUMSTANCE, MINDJET SHALL BE ENTITLED TO THE MAXIMUM DISCLAIMERS AND/OR LIMITATIONS ON DAMAGES AND LIABILITY AVAILABLE AT LAW AND IN EQUITY BY SUCH APPLICABLE LAW IN SUCH PARTICULAR CIRCUMSTANCE.
12. **Mindjet's General Practices Regarding Use and Storage of User Submissions and other Content.** You acknowledge that Mindjet may establish general practices and limits

concerning use of the Services, including without limitation the maximum number of days that User Submissions or other Content will be retained by the Services following termination of an account and the maximum disk space that will be allotted on Mindjet's servers on your behalf or with respect to an account. Mindjet reserves the right to remove User Submissions and other Content without prior notice. You agree that Mindjet has no responsibility or liability for the removal or failure to store any User Submissions or other Content maintained or transmitted by the Services. You acknowledge that Mindjet reserves the right to log off Users that are inactive for an extended period of time. You further acknowledge that Mindjet reserves the right to modify these general practices and limits from time to time.

13. **Modifications of the Services.** Mindjet reserves the right to add, modify, discontinue, remove, or suspend temporarily, the Services (or any part thereof), at any time, with or without notice. You agree that Mindjet shall not be liable to you or to any third party for any modification, discontinuation, removal or temporary suspension of the Services (or any part thereof).
14. **Links.** The Services, or User Submissions, or other Content may contain links to other web sites or other resources. You acknowledge and agree that Mindjet is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any Content, advertising, products or other materials on or available from such third party web sites or resources and the terms applicable to your use of such sites or resources and practices of the third parties providing such websites or resources (including, but not limited to, the privacy practices thereof). You further acknowledge and agree that Mindjet shall not be responsible or liable, directly or indirectly, for any damage or loss caused or allegedly caused by or in connection with your use of any such website or resource (including, but not limited to, use of or reliance on any such Content, goods or services available on or through any such site or resource).
15. **Mindjet's Intellectual Property.**
 - a. All right, title, and interest in and to the Services and Mindjet Content remains the property of Mindjet or its licensors.
 - b. Except as expressly authorized by Mindjet, you agree not to (a) reproduce, modify, rent, lease, loan, sell, resell, distribute or create derivative works based on, the Services or Mindjet Content, in whole or in part, or (b) access the Services for purposes of monitoring its availability, performance, functionality, or for any other benchmarking or competitive purposes. Mindjet grants you a personal, non-transferable, and non-exclusive right to use the Services and Mindjet Content solely for your own personal or internal business purposes and as permitted through the functionality of the Services. You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise make the Services or Mindjet Content available to any third party; (ii) modify or make derivative works based upon the Services or Mindjet Content; or (iii) attempt to reverse compile or otherwise reverse engineer Mindjet Content. You agree not to access the Services by any means other than those provided by Mindjet for use in accessing the Services.
 - c. You cannot use any of the trademarks or protected copyright materials found on and within the Services or Content except in accordance with applicable law and as expressly permitted herein or with prior written permission of the owner. Any

unauthorized use may violate copyright laws, trademark laws, the laws of privacy and publicity, and civil or criminal statutes. Nothing contained in the Services or Content should be construed as granting by estoppel or otherwise, any license or right of use to any trademark.

16. Notice and Procedure for Making Claims of Copyright Infringement.

1. If Mindjet receives a notice alleging that you have engaged in behavior that infringes any of its or a third party's intellectual property rights and reasonably concludes that such information is credible, Mindjet may, at its discretion, suspend or terminate your access to the Services with or without notice to you. If Mindjet takes action under this Section, it shall have no liability or responsibility to you.
2. Mindjet will investigate notices of copyright infringement and take appropriate actions under applicable local law including, but not limited to, the Digital Millennium Copyright Act enacted in the United States of America. If you are a copyright owner or an agent thereof and believe that any User Submission or other content infringes upon your copyrights, written notification of claimed copyright infringement must be submitted to one of the following:

If you reside in Europe, the Middle East or Africa:

Mindjet GmbH
Siemensstrasse 30
63755 Alzenau
Germany
Tel: +49 (0) 6023 - 96 45 250
legal@mindjet.com

If you reside anywhere else:

Mindjet LLC
1160 Battery Street East, 4th Floor
San Francisco, CA 94111, USA
legal@mindjet.com
Tel: +1 (415) 229-4200

To be effective, the notification must include the following:

- An electronic or physical signature of the copyright owner or the person authorized to act on the copyright owner's behalf;
- A description of the copyrighted work claimed to have been infringed;
- A description of the location of the infringing material and information reasonably sufficient to permit Mindjet to locate the material;
- Your contact information, including your address, telephone number, and email address;
- A statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and, under the penalty of perjury, that you are authorized to act on behalf of the copyright owner.

17. **Termination.** You may terminate your use of the Services at any time. You agree that Mindjet may at any time and for any reason terminate your access the Services, this

Agreement or suspend or terminate your Member account with respect to the Services. Termination of your Member account with respect to the Services includes: (i) removal of access to all offerings within the Services accessed with a user name or password; (ii) deletion of your password and all related information, files, User Submissions and other Content associated with or inside your account (or any part thereof); and (iii) barring of further use of the Services. Any termination shall be made in Mindjet's sole discretion and Mindjet shall not be liable to you or any third party for any termination of your account or your access to the Services or the deletion of your User Submissions or other Content. Mindjet shall have no obligation to maintain or forward any of your User Submissions or other Content.

18. **Miscellaneous Provisions.**

- . **Choice of Law.** If you reside in the United Kingdom, Ireland, Isle of Man or Jersey, this Agreement shall be governed by the laws of the United Kingdom. If you reside in Europe, the Middle East or Africa (excluding the UK, Ireland, Isle of Man and Jersey), this Agreement shall be governed by the laws of Germany. If you reside anywhere else, this Agreement shall be governed by the laws of the State of California in the United States of America. This Agreement will not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.
- a. **Entire Agreement; Waiver.** This Agreement contain the complete understanding between the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous agreements or understandings, whether oral or written. You agree that any varying or additional terms contained in any written notification or document issued by you in relation to the Services shall be of no effect. The failure or delay of Mindjet to exercise any of its rights under this Agreement or upon any breach of this Agreement shall not be deemed a waiver of those rights or of the breach. No provision hereof shall be deemed waived or modified except in writing.
- b. **Survival.** Sections 4 through 18 shall survive termination. If any provision of this Agreement is held invalid, the remainder of this Agreement will remain in full force and effect.
- c. **Assignment.** By using the Services, you agree that Mindjet may assign this Agreement and its rights and obligations regarding the Services in whole or in part. In the event of a merger, acquisition, or sale of the Services by Mindjet, your continued use of the Services signifies your agreement to be bound by this Agreement and the privacy policy of the subsequent owner or operator of the Services. With Mindjet's prior written consent, you may assign your rights under this Agreement to an assignee who agrees in writing to comply with all of the terms and conditions of this Agreement. Any attempt to assign this Agreement in violation of this Section shall be void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties permitted successors and assignees.
- d. **Relationship of the Parties.** You and Mindjet agree that you are not agents, partners or joint venturers, and that this Agreement does not create any fiduciary duty or comparable relationship of trust between the parties.

- e. **Notice.** Mindjet may provide you with notices, including those regarding changes to this Agreement, by email or regular mail and Mindjet may also post such changes on or through the Services. Such notices may not be received if you violate this Agreement by accessing the Services in an unauthorized manner. You agree that you are deemed to have received any and all notices that would have been delivered had you accessed the Services in an authorized manner. You shall send any notices to Mindjet at: Mindjet LLC, 1160 Battery Street East, 4th Floor, San Francisco, CA 94111 USA, Attn.: General Counsel.
- f. **No Third-Party Beneficiaries.** You agree that, except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.
- g. **Invalidity of Provision, Interpretation.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that effect should be given to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.
- h. **Remedies.** You agree that any unauthorized use of the Services or Mindjet Content contained therein would result in irreparable injury to Mindjet, for which money damages would be inadequate. Therefore, in such event Mindjet shall have the right, in addition to other remedies available at law and in equity, to immediate injunctive relief against you and to prevent any unauthorized use. Nothing contained in this Section or elsewhere in this Agreement shall be construed to limit remedies available pursuant to statutory or other claims that Mindjet may have under separate legal authority. You understand and agree that your cancellation of your Mapsforthat account is your sole right and remedy with respect to any dispute with Mindjet.
- i. **Titles for Convenience Only.** The Section titles in this Agreement are for convenience only and have no legal or contractual effect.
- j. **Export Provision.** You agree by using the Services that: (i) you do not reside in a country subject to embargo or export controls by the U.S. Government; (ii) you are not on the List of Denied Persons as published by the U.S. government; and (iii) you will not use the Services for any illegal purpose. Because the Services, and related technical data are subject to U.S. export controls, you agree that you shall not upload, export or "re-export" (transfer) the Services unless you have complied with all applicable U.S. export controls.
- k. **Taxes.** You are wholly responsible for any taxes that may arise out of your use of the Services.

Should you have any questions concerning this Agreement, or if you desire to contact Mindjet for any reason, please write to: Mindjet LLC, 1160 Battery Street East, 4th Floor, San Francisco, California 94111 USA.