

TERMS AND CONDITIONS OF USE

1. Introduction

Access to Environmental Research & Assessment (ERA) Antarctic Protected Areas Data (the 'Data') is provided on the understanding that you read and agree to the Terms and Conditions set out in this document. For the purposes of this Agreement the 'Data' comprise the spatial data and associated attribute data provided by ERA under the terms of this licence. By accepting these Data you accept and agree to these Terms and Conditions.

2. Commercial use

Neither the Data nor any Derivative Works (work derived from or based upon the Data) may be put to Commercial Use without the prior written permission of ERA. 'Commercial Use' means any use for profit, or any sale of the Data. For permission for Commercial Use of the Data please apply to the Director of ERA.

3. Sub-licensing or redistribution of the Data

The Data may not be sub-licensed in whole or in part and may not be redistributed by any means including (but not limited to) electronic formats such as over the internet or on electronic media or storage devices without the inclusion of these Terms and Conditions of Use.

4. Publishing the Data

You may publish the Data in whole or in part, in derived form or format, including on-line, providing you give Attribution of Credit (Clause 5).

5. Attribution of credit

ERA has spent considerable time assembling and verifying these data. You shall ensure that appropriate citation and credit to ERA is clearly given in any publication or analysis involving the Data in any form or format. Attribution of credit shall be as follows:

"Antarctic Protected Areas Data source: Environmental Research & Assessment (YEAR)" where 'YEAR' is the year the Data are issued by ERA as given in the metadata and file name of the Data in receipt by you.

Where data used have been supplied by third parties, as identified in the sources specified in the attribute data, credit shall additionally include attribution to the third party data supplier(s).

6. Liability waiver and no warranty

The Data are provided 'as is', and no warranty of any kind is given as to its completeness or accuracy, or fitness for any particular use or purpose, either expressed or implied, nor is any commitment made by ERA to ensure that the Data are maintained or kept up to date. All warranties, representations and conditions, express or implied, are excluded to the fullest extent permitted by law. Use of the Data is entirely at your own risk, and you hereby irrevocably waive and release ERA and any and all third party providers of Data from any liability whatsoever, wherever and howsoever arising in connection with any use of the Data. You agree that this waiver and release is effective in any and every jurisdiction in the world. You agree that ERA and

ANTARCTIC PROTECTED AREAS DATA



20 June 2011

any and all third party providers of Data will not be liable on any grounds (including without limitation negligence, strict liability or under any other legal theory) for any loss or damage (direct or indirect) incurred by you or any third party as a result of the use by you or any third party of the Data or any Derivative Works. You agree to indemnify and hold harmless ERA and any and all third party providers of Data in respect of any loss or damage (direct or indirect) suffered by any third party as a result of any use by that third party of any Data or Derivative Works published by you. You also agree to indemnify and hold harmless ERA and any and all third party providers of Data in respect of any claim by any third party that arises (directly or indirectly) from any misuse of Data by you. This indemnity is given without limitation to any other legal remedies that may be available to ERA in the event of a breach by you of these Terms and Conditions. Without limitation to any of the above, any damage occurring to computer systems as a result of attempts to load or download the Data is entirely your own responsibility.

7. Intellectual property rights

No rights in the Data are granted to you by virtue of these Terms and Conditions or as the result of any use by you of the Data. ERA has not necessarily asserted any intellectual property rights in the Data that have been made available to ERA by third parties, and nothing in this agreement alters the intellectual property rights of third party data providers. All intellectual property rights in the design and construction of the GIS Data with its associated attributes and metadata (as opposed to the underlying spatial data supplied by third parties) are the property of ERA.

8. Disclaimer on boundaries

The geographic boundaries in the Data do not represent an opinion of ERA or any and all third party providers of Data concerning the legal status of any territory or area.

9. Feedback and revised information

ERA's objective is to improve the Data for the benefit of the Antarctic science community and for conservation purposes. In order to keep the Data up to date, ERA welcomes feedback on the accuracy of the Data and corrections.

10. Dispute resolution and applicable law

You accept and agree to abide by these Terms and Conditions as governed by and construed in accordance with English law. Any dispute arising out of or in connection with use of the Data should be settled by amicable negotiation between you and ERA, although should this prove impossible, disputes may be referred to the English courts for resolution.

11. Changes to these Terms and Conditions

ERA reserves the right to vary these Terms and Conditions from time to time without notice.

5 Wellbrook Court
Cambridge
United Kingdom
CB3 0NA