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### **Agreement Between User and [www.aerionmap.com](http://www.aerionmap.com)**

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### **Privacy**

Your use of the Site is subject to AMS's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visting our Site or sending emails to AMS constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Children Under Thirteen**

Our Services do not address anyone under the age of 13. We do not knowingly collect personal identifiable information from children under 13. In the case we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions.

### **Links to Third Party Sites/Third Party Services**

The Site may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of AMS and AMS is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. AMS is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by AMS of the site or any association with its operators.

Certain Services made available via the Site are delivered by third party sites and organizations. By using any product, service or functionality originating from the Site domain, you hereby acknowledge and consent that AMS may share such information and data with any third party with whom AMS has a contractual relationship to provide the requested product, service or functionality on behalf of our users and customers.

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You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. AMS content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of the AMS and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of AMS or our licensors except as expressly authorized by these Terms.

**International Users**

The Service is controlled, operated and administered by AMS from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not sue the AMS content accessed through the Site in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

**Indemnification**

You agree to indemnify, defend and hold harmless AMS, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. AMS reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with AMS in asserting any available defenses.

**Liability Disclaimer**

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#### **Termination/Access Restriction**

We reserve the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Pennsylvania and you hereby consent to the exclusive jurisdiction of venue of courts in Pennsylvania in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and AMS as a result of this agreement or use of the Site. AMS's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of AMS's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by AMS with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and AMS with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and AMS with respect to the Site. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

#### **Changes to Terms**

AMS reserves the right, in its sole discretion, to change the Terms under which the Site is offered. The most current version of the Terms will supersede all previous versions. We encourage you to periodically review the Terms to stay up to date on our most current policies and practices.

#### **Contact Information**

AMS welcomes your questions or comments regarding this Privacy Policy. Please contact us by email at [Info@aerionmap.com](mailto:Info@aerionmap.com)

Effective as of January 1, 2024