CARTO Free Basemaps Terms of Service

The carto.com website is owned and operated by CartoDB Inc. (the "Company," "we," or "us"). The functionality on the carto.com site that enables you to integrate CARTO Basemaps into your website for free is referred to as the "Services".

By using the Services, you agree to be bound by these Terms of Service and any future modifications (collectively, the "Terms"). Please read the Terms carefully. If you do not agree to the Terms, you may not use the Services. If you are using the Services on behalf of an organization (a company, governmental agency, non-governmental organization), you agree to be bound by the Terms on behalf of yourself and such organization, and represent you have the authority to agree to these terms on behalf of such organization. If you do not have such authority, you may not use the Services on behalf of such organization.

If you are a United States government user or otherwise using the Services in a United States government capacity, these Terms are amended as described in our U.S. Government Terms Amendment.

1. License.
   a. We grant you a non-exclusive, revocable, worldwide, non-transferable, non-sublicensable right and license to use the Services for non-commercial purposes. For purposes of these terms, a commercial purpose is one which is primarily intended for or directed toward private monetary compensation or other commercial advantage. If you have any question as to whether your intended use constitutes a commercial purpose, we request you contact us prior to such use. We reserve the right to immediately terminate your access if we decide in our sole discretion that your use of the Services is for a commercial purpose.

2. Your Content.
   a. Your Content means content owned by or licensed to you. You retain ownership of all Content you own.

3. Publicity.
   a. We're proud that you are a part of our community! You grant us a worldwide, non-exclusive, royalty-free, non-transferable license to use your trademarks, service marks, and logos for the purpose of identifying you as a user of the Services in order to promote the Services. Please let us if you prefer we not use your name or logo in a particular way, by emailing support@carto.com, and we will of course respect your wishes.
   b. You may not remove or obscure any logo from the maps you make using the Services.

4. Our Content and third-party Content.
   a. Other than Your Content, all content displayed on or accessible through the Services, including data, text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations, are the property of the Company and/or third parties and are protected by United States and international copyright laws. You may be held liable for any unauthorized copying or disclosing of this content. You agree that our licensors shall be third party beneficiaries to these Terms and that these entities may directly enforce, and may rely upon, any provision of the Terms that confers a benefit on them or grants rights in favor of them.

5. Acceptable Use.
   a. You are solely responsible for any and all acts and omissions that occur while using the Services. You may not use the Services for any unlawful purpose. Your use of the Services must comply with all local rules regarding online conduct and acceptable content.
   b. You may not use the Services in any manner that could damage or overburden the Services or interfere with any other party’s use of the Services.
   c. You agree to not engage in the following unacceptable uses of the Services:
      i. Disseminating or transmitting material that, to a reasonable person, may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious;
      ii. Disseminating, storing, or transmitting files, graphics, software, or other material that actually or potentially infringes on the copyright, trademark, patent, trade secret, or other intellectual property right of any person;
      iii. Creating a false identity or otherwise attempting to mislead any person as to the identity or origin of any communication;
      iv. Exporting, re-exporting, or permitting downloading of any content in violation of any export or import law, regulation, or restriction of the United States and its agencies or authorities, or without all required approvals, licenses, or exemptions;
      v. Interfering with or attempting to gain unauthorized access to other accounts or any other computer network;
      vi. Storing or transmitting viruses, trojan horses, or any other malicious code or program; or
      vii. Engaging in any other activity deemed by the Company to be in conflict with the spirit or intent of these Terms.

6. Compliance with Laws & Privacy.
   a. You agree that with respect to Your Content and your use of the Services, you will comply with all laws, policies and regulations, including those pertaining to privacy and/or data protection. By way of example, and not of limitation, if Your Content includes personally identifiable information or other sensitive information, you represent that you have obtained the proper consent from individuals, including providing proper notice for the collection, use, storage and transfer of such information as contemplated by these Terms. In addition, you agree to comply with the Company’s Privacy Policy, a copy

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7. Changes to the Services.  
   a. We may change the features and functions of the Services over time, at our sole discretion.

8. Limitations and Restrictions.  
   a. You may use up to 75,000 map views each calendar month. Use beyond this limit requires explicit prior consent from us, which may incur charges.

   a. The Services are derived from OpenStreetMap data. OpenStreetMap is distributed via an ODbL license, which you must respect (http://www.openstreetmap.org/copyright). When using the Services, you must provide attribution to both OpenStreetMap and CARTO, as described at https://carto.com/attributions.

   a. The parties acknowledge that the Services allows for the visualization and analysis of location data to produce dynamic maps and other visualizations that can be used to provide directions and similar results for a variety of commercial and consumer applications. Notwithstanding the previous sentence, the Services should not be used, on its own or integrated with (or otherwise made a part of) any other software, sensors (or other hardware) or data to:  
      i. provide real-time, turn-by-turn navigation for a vehicle of any type, whether automatically or autonomously (such as in an autonomous or semi-autonomous vehicle) or through voice-activated or other prompts, (such as those provided in connection with satellite navigation devices)  
      ii. display a dynamic or static map or visualization on a moving vehicle of any type, or  
      iii. operate, fly or otherwise a control manned or unmanned aircraft (collectively “Real Time Navigation”), without the Services’ prior written consent.

   a. These Terms do not constitute a sale of Content or of the Services or of any copy of the Content of the Services. You acknowledge that, as between the Company and you, we are the owner of (or derive ownership title rights from third parties to) the Services and the intellectual property content contained therein. You do not by these Terms acquire any such rights. You do not receive or acquire any proprietary rights therein. You may not use, access, or allow others to use or access the Content in any manner not permitted under the Terms.  
   b. Certain content is provided under license from third parties, and is subject to copyright and other intellectual property rights owned or licensed by such third parties. We and our suppliers have the right to enforce such rights as contractual rights pursuant to these terms. You may be held liable for any unauthorized copying or disclosure of this content. You understand that when using the Services you may be exposed to user submissions and other third party content from a variety of sources (“Non-Company Content”), and that you may be exposed to Non-Company Content that is inaccurate, offensive, indecent, or otherwise objectionable. The Company does not endorse any Non-Company Content or any opinion, recommendation, or advice expressed therein. Under no circumstances will Company be liable in any way for or in connection with the Non-Company Content, including, but not limited to, any inaccuracies, errors, or omissions in any Non-Company Content, any intellectual property infringement with regard to any Non-Company Content, or for any loss or damage of any kind incurred as a result of the use of any Non-Company Content posted, emailed, or otherwise displayed or transmitted through the Services.  
   c. We reserve all rights not expressly granted to you. The use of the Services may not be transferred to anyone without our prior written consent. Any authorized transferee shall agree in writing to be bound by these Terms. In no event may you copy, loan, rent, time-share, sublicense, assign, transfer, lease, sell or otherwise dispose of the Company’s software, data, or other content on a temporary or permanent basis except as expressly provided herein.  
   d. You may not, nor permit any third party to, modify, adapt, translate, create derivative works from, reverse engineer, decompile, disassemble, or otherwise attempt to derive any source code from the Services other than those components subject to Open Source licenses.  
   e. All logos and product names appearing on or in connection with the Services are proprietary to the Company or its licensors and/or suppliers. You agree to never remove any proprietary notices or product identification labels from the Company’s software, maps, and other content, as applicable.

12. Termination.  
   a. We may cancel or suspend your access to the Services at any time and for any reason, without notice. Upon cancellation or suspension, your right to use the Services will end immediately.

13. Indemnification.  
   a. You agree to indemnify and hold harmless the Company (including its subsidiaries, affiliates, officers, agents, partners, and employees) from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising from your use of the Services, your violation of these Terms, any third party terms or conditions described herein, or your
violation of any rights of another, including without limitation that Your Content violates or infringes upon any copyright, trademark, patent or other proprietary right.

   a. The Services is a “commercial item,” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software,” as such terms are used in 48 C.F.R. 12.212, and is provided to the U.S. Government only as a commercial end item. Any technical data provided with the Software is commercial technical data as defined in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212, 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government users acquire software with only those rights set forth herein.

15. Disclaimers.
   a. Acknowledgement. YOU EXPRESSLY ACKNOWLEDGE THAT THE TERM CARTO INCLUDES CARTODB INC., CARTODB INC EN SUCURSAL ESPANA AND THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, AFFILIATES, AND SUBCONTRACTORS OF CARTODB INC.
   b. "As Is", "As Available" and "With All Faults". EXCEPT AS OTHERWISE SET FORTH HEREIN, YOU EXPRESSLY AGREE THAT THE USE OF the Services IS AT YOUR SOLE RISK. the Services AND ITS SOFTWARE, DATA, MAPS AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH the Services, ARE PROVIDED ON AN "AS IS" "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
   c. No warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH the Services, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
   d. Service Operation and Non-Company Content. THE COMPANY DOES NOT WARRANT THAT the Services, INCLUDING ANY SOFTWARE, MAPS, OR CONTENT OFFERED ON OR THROUGH the Services OR ANY THIRD PARTY SITES REFERRED TO ON OR BY the Services WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
   e. Accuracy. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS FROM THE USE OF the Services OR ANY THIRD PARTY SITES REFERRED TO ON OR BY the Services, INCLUDING ANY MAPS RENDERED THEREBY OR GEOCODING RESULTS OBTAINED THEREFROM, IN TERMS OF CORRECTNESS, ACCURACY, PRECISION, RELIABILITY, OR OTHERWISE.
   f. Harm to Your Computer. YOU UNDERSTAND AND AGREE THAT YOUR USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT THROUGH the Services (INCLUDING RSS FEEDS) OR ANY THIRD PARTY SITES REFERRED TO ON OR BY the Services AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.

16. Limitation of Liability and Damages.
   a. Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, SHALL THE COMPANY OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE the Services, INCLUDING SOFTWARE, DATA, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SITES REFERRED TO ON OR BY the Services, EVEN IF THE COMPANY OR A COMPANY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Digital Millennium Copyright Act Compliance.
   a. If you are a copyright owner or an agent thereof, and believe that any user submission or other Company content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (“DMCA”) by providing our Copyright Agent with the following information in writing (see 17 U.S.C § 512(c)(3) for further detail):
      i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is alleged to be infringed;
      ii. Identification of the copyrighted work alleged to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works from the Services;
      iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material;
      iv. Information reasonably sufficient to permit the Company to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
      v. A statement that the complaining party has 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 penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

b. The designated Copyright Agent to receive notifications of claimed infringement is: CartoDB Inc. Tel: +1.917.463.3232 Email: contact@carto.com.

18. Additional Terms.
   a. We reserve the right to modify these Terms at any time by posting the changed Terms on the carto.com website. All changes are effective immediately upon posting. Please check the Terms periodically for changes. Your continued use of the Services constitutes your binding acceptance of the active Terms.
   b. All product and service names mentioned herein and in the CARTO interface are trademarks of their respective owners.
   c. These Terms shall be governed by and construed in accordance with the laws of New York, NY, without giving effect to any principles of conflicts of law. You agree that any action at law or inequity arising out of or relating to these Terms shall be filed only in local and federal courts located in New York County, New York and you hereby consent and submit to the exclusive personal jurisdiction and venue of such courts for the purposes of litigating any such action.
   d. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision.
   e. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.
   f. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.
   g. Each party’s failure in its obligation of performance hereunder shall be excused or delayed to the extent that such failure is caused by events beyond such party’s reasonable control (an event of force majeure). Such events include, without limitation, casualties, natural disasters, terrorism, cyberattacks, Acts of God, civil disturbance, labor disputes, strikes, riots, but expressly exclude market conditions and obligations to pay money. A party claiming the occurrence of such an event shall promptly notify the other party thereof.
   h. No joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms or use of the Services.
   i. You further acknowledge no confidential, fiduciary, contractually implied, or other relationship is created between you and us other than pursuant to these Terms.
   j. We may assign these Terms, in whole or in part, at any time without notice to you. You may not assign these Terms, or assign, transfer or sublicense your rights hereunder.

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