

Android Maps APIs Terms of Service

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Thanks for your interest in the Android Maps APIs. The Android Maps APIs are a collection of services (including, but not limited to, the “com.google.android.maps.MapView” and “android.location.Geocoder” classes) that allow you to include maps, geocoding, and other content from Google and its content providers in your Android applications. The Android Maps APIs explicitly do not include any driving directions data or local search data that may be owned or licensed by Google.

1. Your relationship with Google.

1. Your use of any of the Android Maps APIs (referred to in this document as the “**Maps API(s)**” or the “**Service**”) is subject to the terms of a legal agreement between you and Google Inc., whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States (“**Google**”). This legal agreement is referred to as the “**Terms**.”
2. Unless otherwise agreed in writing with Google, the Terms will include the following: 1) the terms and conditions set forth in this document (the “**Maps APIs Terms**”); 2) the [Legal Notices](#); and 3) the [Privacy Policy](#). Before you use the Maps APIs, you should read each of the documents comprising the Terms, and print or save a local copy for your records.
3. If you use the Maps APIs in conjunction with any other Google products or services, including any other Google API, (collectively, the “**Services**”), your agreement with Google will also include the terms applicable to those Services. All of these are referred to as the “**Additional Terms**.” If Additional Terms apply, they will be accessible to you either within or through your use of that Service. If there is any contradiction between what any Additional Terms say and what the Maps APIs Terms say, then the Maps APIs Terms will take precedence only as it relates to the Maps APIs, and not to any other Services.
4. Google reserves the right to make changes to the Terms from time to time. When these changes are made, Google will make a new copy of the Terms available [here](#). You understand and agree that if you use the Service after the date on which the Terms have changed, Google will treat your use as acceptance of the updated Terms. If a modification is unacceptable to you, you may terminate the agreement by ceasing use of the Maps APIs as well as distribution of any applications that use the Maps APIs.

5. Definitions

- (a) “**Content**” means any content provided through the Service, including map and terrain data, photographic imagery, traffic data, or any other content.
- (b) “**Maps API Implementation**” means a software application that uses the Maps APIs to obtain and display Content in conjunction with Your Content, according to these Terms.
- (c) “**Your Content**” means any content that you provide in your Maps API Implementation, including data, images, video, or software. Your Content does not include the Content.

2. Accepting the Terms

- 2.1. In order to use the Maps APIs you must agree to the Terms. You can accept the Terms by: (a) clicking to accept or agree to the Terms, where this option is made available to you by Google in the user interface for the Service; or (b) using the Maps APIs. In this case, you understand and agree that Google will treat your use of the Maps APIs as acceptance of the Terms from that point onwards.
- 2.2. You may not use the Maps APIs and may not accept the Terms if you are a person barred from using the Service under the laws of the United States or the country in which you are resident or from which you use the Service.
- 2.3. You represent that you have full power, capacity and authority to accept these Terms. If you are accepting on behalf of your employer or another entity, you represent that you have full legal authority to bind your employer or such entity to these Terms. If you don't have the legal authority to bind, please ensure that an authorized person from your entity consents to and accepts these Terms.

3. Privacy and Personal Information

- 3.1. For information about Google's data protection practices, please read Google's Privacy Policy at <http://www.google.com/privacy.html>. This policy explains how Google treats your personal information and protects your privacy when you use the Service.
- 3.2. You agree to the use of your data in accordance with Google's Privacy Policy.

4. Provision of Service by Google

- 4.1. Google has subsidiaries and affiliated legal entities around the world ("**Subsidiaries and Affiliates**"). Sometimes, these companies will be providing the Service to you on behalf of Google itself. You acknowledge and agree that Subsidiaries and Affiliates will be entitled to provide the Service to you.
- 4.2. Google is constantly innovating in order to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the Service that Google provides may change from time to time without prior notice to you. As part of this continuing innovation, you acknowledge and agree that Google may stop (temporarily or permanently) providing the Service (or any features within the Service) to you or to users generally at Google's sole discretion, without prior notice to you. Google reserves the right to refuse or discontinue the Service to anyone, and to disable users' access to the Service, including the Maps APIs or any Content, at any time in its sole discretion with or without notice.
- 4.3. You acknowledge and agree that Google may impose or adjust the limit on the number of transactions you may send or receive through the Service; such fixed upper limits may be set by Google at any time, at Google's discretion.
- 4.4. Google reserves the right to release subsequent versions of the Maps APIs and to require you to obtain and use the most recent version.
- 4.5. The Service currently does not include advertising in the Content. However, Google reserves the right to include advertising in the Content provided to you through the Service, but will provide you with sixty (60) 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 60 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).

5. Use of the Service by You

- 5.1.** In order to access the Service, you must have a Google Account. You agree that any information you give to Google in connection with your Google Account or your continued use of the Service will always be accurate, correct and up to date.
- 5.2.** After supplying Google with your account information and the MD5 fingerprint for the certificate used to sign your application, and accepting the Terms, you will be issued an alphanumeric key assigned to you by Google that is uniquely associated with your Google Account and the application certificate. Your Maps API implementation's MapView must include this alphanumeric key, either using the "android:apiKey" XML attribute or using the appropriate MapView constructor, as described in the Android MapView documentation (<http://code.google.com/android/reference/com/google/android/maps/MapView.html>).
- 5.3.** There is currently no limit to the number of keys you may obtain in this manner provided that you use a different certificate for each key you obtain and that you use the same Google Account for every key you obtain. You agree that each key is only valid for applications signed with the corresponding certificate. You agree that Google may, in its sole discretion, impose a limit on the number of keys that may be obtained in the future. You agree that your continued use of any of the keys assigned by Google or distribution of any applications using such keys constitutes your continued agreement to these Terms.
- 5.4.** Subject to these Terms, you may develop, display and/or distribute your Maps API Implementation as part of a commercial or non-commercial enterprise.
- 5.5.** Your Maps API Implementation and Your Content must not violate Google's Software Principles available at http://www.google.com/intl/en/corporate/software_principles.html (or such successor URL as Google may provide) and any other policies as Google may develop from time to time and make available to you.
- 5.6.** You agree to use the Service only for purposes that are permitted by: (1) the Terms; (2) any applicable third-party contract, law, or regulation; and (3) any applicable policies or guidelines made available by Google. By way of example, and not as a limitation, you agree that when using the Service, you will not
 - a. defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
 - b. upload, post, transmit or otherwise make available any inappropriate, defamatory, obscene, or unlawful content;
 - c. upload, post, 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 or other legal justification to use such content;
 - d. upload, post, transmit or otherwise make available messages that promote pyramid schemes, chain letters, or disruptive commercial messages or advertisements;
 - e. download any file posted by another that you know, or reasonably should know, cannot legally be distributed in such manner;

- f. impersonate another person or entity, or falsify or delete any author attributions or labels of the origin or source of Content, or other material;
- g. restrict or inhibit any other users from using and enjoying the Service;
- h. remove, obscure, or fail to display the Terms of Use link as presented through the Service or described in the Service documentation;
- i. remove, alter, or obscure any copyright, trademark or other proprietary rights notices or labels of origin or proprietary rights designation contained in or on Google Services or Content;
- j. delete, obscure, or in any manner alter any warning, notice (not limited to any copyright or other proprietary rights notice), or link which appears in the Service or the Content
- k. 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;
- l. use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Service or Content or collect information about users for any unauthorized purpose;
- m. display content in your Maps API Implementation that falsely expresses or implies that such content is sponsored or endorsed by Google;
- n. create user accounts by automated means or under false or fraudulent pretenses, or obtain or attempt to obtain keys for the Service using multiple Google Accounts;
- o. promote or provide instructional information about illegal activities;
- p. promote physical harm or injury against any group or individual; or
- q. transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature.

5.7. You agree that if you use the Service to develop a Maps API Implementation for use by other users, you will protect the privacy and legal rights of those users. If your Maps API Implementation provides you or another party with information about users, including but not limited to personally identifiable information or non-personally identifiable usage information, you must make the users aware that the information will be available to you or another party, and you must provide legally adequate privacy notice and protection for those users. If your application stores information submitted by users, it must do so securely. If your Maps API Implementation allows a user to provide you with Google Account information, you may only use that information to access the user's Google Account when, and for the limited purposes for which, the user has given you permission to do so.

5.8. You agree that you are solely responsible for (and that Google has no responsibility to you or to any third party for) any breach of your obligations under the Terms or any applicable law or regulation, and for the consequences (including any loss or damage which Google may suffer) of any such breach.

6. Google's Proprietary Rights

6.1. Ownership. You acknowledge and agree that Google (or Google's licensors and their suppliers, as applicable) own all legal right, title and interest in and to the Service and Content, including any intellectual property rights that subsist in

the Service and Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

- 6.2. Brand Feature License.** For purposes of these Terms, "**Brand Features**" will mean 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 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 6.2 and for the purpose of fulfilling your obligations under Section 6.5 below. You 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 will not:
- a. display a Google Brand Feature in any manner that implies a relationship or affiliation with, sponsorship, or endorsement by Google, other than your use of 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;
 - b. use Google Brand Features to disparage Google, its products or Services;
 - c. 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;
 - d. have the Google logo as the largest logo in your application (except as displayed in the map image itself);
 - e. display a Google Brand Feature as the most prominent element in any part of your application;
 - f. display a Google Brand Feature in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to Google;
 - g. display a Google Brand Feature on a site that violates any law or regulation; or
 - h. remove, distort or alter any element of a Google Brand Feature (this includes squeezing, stretching, inverting, discoloring, etc.).
- .3.** 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.
- .4.** Except as set forth in this Section 6, nothing in the Terms will grant or will 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) will inure to the benefit of Google. At no time during or after the Term will 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 will 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.
- 6.5.** You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices, Terms of Use links, or Brand Features) that may be affixed to or provided through the Service. Where

such notices are not affixed within the Service, you agree to display such notices according to the Service documentation if so specified.

7. License from Google

- 7.1. Service.** Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the Service as provided by Google, in the manner permitted by the Terms.
- 7.2. Content.** Google gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to access, use, publicly perform and publicly display the Content in your Maps API Implementation, as the Content is provided in the Service, and in the manner permitted by the Terms. Specifically, you understand the following:
- a. Content, not limited to map data, traffic, and directions, is provided for planning purposes only. You may find that weather conditions, construction projects, closures, or other events may cause road conditions or directions to differ from the results depicted in the Content. You should exercise judgment in your use of the Content.
 - b. Certain Content is provided under license from [third parties](#), including Tele Atlas B.V. ("**Tele Atlas**"), and is subject to copyright and other intellectual property rights owned by or licensed to Tele Atlas and/or such third parties. You may be held liable for any unauthorized copying or disclosure of this content. Your use of Tele Atlas map data is subject to additional restrictions located in the [Legal Notices](#) page.
- 7.3.** In addition to the license granted here, you may use certain Content according to the terms set forth in our [Permission Guidelines for Google Maps and Google Earth](#).
- 7.4. U.S. Government Restricted Rights.** If the Service is being used or accessed by or on behalf of the United States government, such use is subject to additional terms located in the "Government End Users" section of our [Legal Notices](#) page.
- 7.5.** Google reserves the sole right and discretion to determine whether your use of the Service and Content is in conformance with these Terms.
- 8. License Restrictions.** Except as expressly permitted under the Terms, or unless you have received prior written authorization from Google (or, as applicable, from the provider of particular Content), the license granted to you in Section 7 is conditioned on your adherence to all of the restrictions in this Section 8. Under this Section 8, you must not (nor may you permit anyone else to):
- 8.1.** access or use the Service or any Content through any technology or means other than those provided in the Service, or through other explicitly authorized means Google may designate;
 - 8.2.** copy, translate, modify, create a derivative work of, pre-fetch, cache, or publicly display any Content or any part thereof.
 - 8.3.** redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Service or Content available to third parties;
 - 8.4.** reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof, unless this is expressly permitted or required by applicable law;

- 8.5. use the Service in a manner that gives your or any other person access to mass downloads or bulk feeds of any Content, including but not limited to numerical latitude or longitude coordinates;
- 8.6. delete, obscure, or in any manner alter any warning, notice (including but not limited to any copyright or other proprietary rights notice), or link that appears in the Service or the Content;
- 8.7. use the Service or Content with any products, systems, or applications for or in connection with (a) real time navigation or route guidance based on position input from a sensor (including but not limited to any visual or audible turn-by-turn route guidance); or (b) any systems or functions for automatic or autonomous control of vehicle behavior; or (c) dispatch, fleet management, business asset tracking, or similar enterprise applications (for avoidance of doubt, you are permitted to use the Service to create Maps API Implementations to track people or assets equipped with a sensor, where the tracking of the people or assets is not critical to the core business or service of the application user. For example, you are permitted to use the Maps APIs to create "Friend Finder" applications that allow consumers to track the locations of their friends' mobile devices, but you are not permitted to use the Maps APIs to create "Business Asset Tracking" applications that track or locate business or government users' field sales or field service personnel, vehicles or other assets that are critical (not incidental) to the core business or service of the application user);
- 8.8. print more than 5,000 copies of sales collateral materials containing a screenshot with Tele Atlas Content for commercial sales lead generation ("**Direct Marketing**"); (if you desire (a) to use Tele Atlas Content for Direct Marketing in excess of the above amount, or (b) to incorporate Tele Atlas Content as a core part of printed matter (such as printed maps or guide books) that you redistribute for a fee, you must contact Tele Atlas to obtain a license to do so); or
- 8.9. offer a professional batch geocoding service that uses the Content contained in any Google Services.

9. Content License from You

- 9.1. You retain copyright and any other rights you already hold in Your Content. If you decide to submit or post Your Content to Google, you give Google a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute Your Content. This license is solely for the purpose of enabling Google to display, distribute and promote the Service.
- 9.2. You agree that this license includes a right for Google to make such Content available to other companies, organizations or individuals with whom Google has relationships for the provision of syndicated services, and to use such Content in connection with the provision of those services.
- 9.3. You understand that Google, in performing the required technical steps to provide the Service to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license will permit Google to take these actions.

9.4. You confirm and warrant to Google that you have all the rights, power and authority necessary to grant the above license.

10. Your Passwords and Account Security

10.1. You agree and understand that you are responsible for maintaining the confidentiality of passwords or developer keys associated with any account you use to access the Service. Accordingly, you agree that you will be solely responsible to Google for your use of the Service including, but not limited to, activities that occur under your account or developer key. If you become aware of any unauthorized use of your password or of your account, you agree to notify Google immediately.

11. Terminating this Agreement

- 11.1.** The Terms will continue to apply until terminated by either you or Google as set out below.
- 11.2.** You may terminate your legal agreement with Google by discontinuing your use of the Service at any time, removing the Maps API code from your Maps API Implementation, and ceasing the distribution of any Maps API Implementation that uses the Maps API. You do not need to specifically inform Google when you stop using the Service.
- 11.3.** Google may, at any time, terminate its legal agreement with you at its discretion without prior notice to you.
- 11.4.** Nothing in this Section will affect Google's rights regarding provision of the Service under Section 4 of the Terms.
- 11.5.** When this legal agreement comes to an end, those Terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Sections 6.1, 6.3 and 6.4 (Google's Proprietary Rights); 11.4 and 11.5 (Terminating this Agreement); 12 (Exclusion of Warranties); 13 (Limitation of Liability); 14 (Indemnity); and 18 (General Legal Terms).

12. EXCLUSION OF WARRANTIES

- 12.1.** NOTHING IN THESE TERMS, INCLUDING SECTIONS 12 AND 13, WILL EXCLUDE OR LIMIT GOOGLE'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF LOSS OR DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU, AND GOOGLE'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 12.2.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE AND THE CONTENT IS AT YOUR SOLE RISK AND THAT THE SERVICE AND THE CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." IN PARTICULAR, GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS AND THEIR SUPPLIERS, DO NOT REPRESENT OR WARRANT TO YOU THAT:
- a. YOUR USE OF THE SERVICE WILL MEET YOUR REQUIREMENTS;
 - b. YOUR USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR;

- c. ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; AND
 - d. THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.
- 12.3.** ANY CONTENT OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.
- 12.4.** NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GOOGLE, OR THROUGH OR FROM THE SERVICE OR CONTENT, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
- 12.5.** GOOGLE, ITS LICENSORS AND THEIR SUPPLIERS FURTHER EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

- 13.1.** EXCEPT AS EXPRESSLY PROVIDED IN THE INDEMNITY PROVISION (SECTION 14) AND SUBJECT TO SECTION 12.1, YOU EXPRESSLY UNDERSTAND AND AGREE THAT GOOGLE, ITS SUBSIDIARIES AND AFFILIATES, AND GOOGLE'S LICENSORS AND THEIR SUPPLIERS, WILL NOT BE LIABLE TO YOU FOR:
- a. ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS);
 - b. ANY LOSS OR DAMAGE AS A RESULT OF:
 - i. ANY RELIANCE PLACED BY YOU ON THE COMPLETENESS, ACCURACY OR EXISTENCE OF ANY ADVERTISING, OR AS A RESULT OF ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY ADVERTISER OR SPONSOR WHOSE ADVERTISING APPEARS ON THE SERVICES;
 - ii. ANY CHANGES THAT GOOGLE MAY MAKE TO THE SERVICES, OR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 - iii. THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;

- iv. YOUR FAILURE TO PROVIDE GOOGLE WITH ACCURATE ACCOUNT INFORMATION; OR
- v. YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL.

13.2. THE LIMITATIONS ON GOOGLE'S LIABILITY TO YOU IN SECTION 13.1 ABOVE WILL APPLY WHETHER OR NOT GOOGLE, ITS AFFILIATES, LICENSORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

14. Indemnity

14.1. You hereby agree to indemnify, defend and hold Google, its strategic partners, officers, directors, agents, affiliates, licensors and their suppliers ("**the Indemnified Parties**") harmless from and against any claim or liability arising out of: (a) your use of the Maps APIs in breach of the Terms or applicable policies; (b) your Maps API Implementation; (c) any use by users of your Maps API Implementation; (d) any breach of or noncompliance with any representation, warranty or obligation in these Terms or applicable policies; and (e) any claim that your Maps API Implementation or Your Content violates any applicable law, including but not limited to any claim that your Maps API Implementation infringes the rights of a third party. You will cooperate as fully as reasonably required in the defense of any claim. Google reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You acknowledge that damages for improper use of the Maps APIs may be irreparable; therefore, Google is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

15. Copyright Policies

15.1. It is Google's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Details of Google's policy can be found [here](#).

16. Other Content

16.1. The Service may include hyperlinks to other web sites or content or resources. Google has no control over any web sites or resources that are provided by companies or persons other than Google. You acknowledge and agree that Google is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.2. You acknowledge and agree that Google is not liable for any loss or damage that may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such web sites or resources.

17. Language of the Terms

17.1. Where Google has provided you with a translation of the English language version of the Terms, you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with Google.

17.2. If there is any contradiction between the English language version of the Terms and a translation of the Terms, the English language version will take precedence.

18. General Legal Terms

18.1. The Terms constitute the whole legal agreement between you and Google and govern your use of the Service and Content, and completely replace and supersede any prior agreements between you and Google, written or oral, in relation to the Service and Content. The Terms may be assigned by Google and will inure to the benefit of Google, its successors and assigns.

18.2. You agree that Google may provide you with notices, including those regarding changes to the Terms, by email, regular mail, or postings on the Service.

18.3. You agree that if Google does not exercise or enforce any legal right or remedy contained in the Terms (or that Google has the benefit of under any applicable law), this will not be taken to be a formal waiver of Google's rights and that those rights or remedies will still be available to Google. Any waiver of any provision of these Terms will be effective only if Google expressly states in a signed writing that it is waiving a specified Term.

18.4. If any court of law that has jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

18.5. You acknowledge and agree that each member of the group of companies of which Google is the parent will be third party beneficiaries to the Terms and that such other companies will be entitled to directly enforce, and rely upon, any provision of the Terms that confers a benefit on (or rights in favor of) them. Other than this, no other person or company will be a third party beneficiary to the Terms.

18.6. The Terms, and your relationship with Google under the Terms, will be governed by the laws of the State of California, USA, without regard to its conflict of laws provisions. You and Google agree to submit to the exclusive jurisdiction of the courts located in the County of Santa Clara, California, USA, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that Google will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.