TERMS AND CONDITIONS FOR
AIRBUS DS CATALOG API SERVICE
AND AIRBUS DS CATALOG DOWNLOAD

1. DEFINITIONS

“Airbus DS” shall mean Airbus DS Geo SA.

“Airbus DS Catalog” shall mean the catalog of satellite imagery metadata as available from time to time.

“Permitted Purpose” shall have the meaning set forth in section 3 herein below.

“Services” shall mean the Airbus DS Catalog API service and/or Airbus DS Catalog Download provided by Airbus DS according to the terms and conditions set forth herein.

“User” shall mean any legal entity fulfills the registration requirements described herein and has been accepted by Airbus DS to have access to the Services.

2. GENERAL PROVISIONS

By accepting and using the Services, the User agrees to be bound by the following terms and conditions (the “Terms and Conditions”), as updated from time to time by Airbus DS in their latest version, available on the following website: https://www.geo-airbusds.com/api/

The Terms and Conditions are deemed irrevocably accepted by the User. Any clause or condition stating otherwise which appears in any correspondence or any order form addressed by the User to Airbus DS shall be ineffective against Airbus DS. If a particular agreement concluded with you expressly derogates from the Terms and Conditions, the other provisions of the Terms and Conditions shall remain applicable.

3. PURPOSE OF THE SERVICES

The User acknowledges and accepts that the purpose of the Services, is to have free access to Airbus DS Catalog for the purposes of creating new web applications from Airbus DS' satellite imagery (PLEIADES, SPOT 1-7 and TerraSAR-X) for promotion purposes only (the “Permitted Purpose”).

The Services are made available to the User for promotion purposes only. The User shall not use the search results provided by the Services with an existing product or service that directly or indirectly competes with the services offered by Airbus DS. The User shall neither create script or other automated tool that attempts to create multiple Airbus DS Catalog API accounts nor address more than thousand (1000) requests per day to the Services.

For any other use or purpose different than the Permitted Purpose, the User must obtain Airbus DS's prior written consent. If the User fails to do so, Airbus DS may close the User account and immediately cease the provision of Services. Moreover, Airbus DS reserves the right to claim any damages if applicable.
4. ACCESS AND USE CONDITIONS TO THE SERVICES

The access to the Services is determined by and limited to the User(s) who (i) has successfully fulfilled the registration requirements; (ii) has been accepted in writing by Airbus DS as User and (iii) has been provided with an API access key by Airbus DS.

Airbus DS reserves the right to accept or refuse any User at its sole discretion. In any case, Airbus DS shall not be bound by any application unless it has been confirmed in writing by Airbus DS and it has been provided with the API access key.

If the User has questions related to the Permitted Purpose or comments on the Services or suggestions on how to improve it, the User is invited to send a message through partnerships@astrium-geo.com. The User acknowledges and agrees that by doing so, the User irrevocably grants Airbus DS the right to use and incorporate such improvements into the Services without further compensation.

COLLECTION AND PROCESSING OF PERSONAL DATA

The User shall provide accurate identification, contact and other information required as part of the registration process in order to obtain an API access key and therefore have access to the Services. The User shall be responsible for ensuring that all information entered is true and correct.

Any use of personal data, if any, will be made in compliance with the applicable law. Under French statutory provisions (French statute of 6 January 1978), the User has the right to consult, correct and delete any personal data. To exercise his right, the User shall notify Airbus DS in writing at partnerships@astrium-geo.com.

Airbus DS may communicate the User’s personal data to other companies, located within or outside the territory of European Union, for marketing and prospecting purposes, for the operation of Airbus DS site. The User may however ask Airbus DS not to do so by notifying Airbus DS at the following address: partnerships@astrium-geo.com.

For more information, the User may refer to the privacy policy available on Airbus DS’s website at the following web address: www.geo-airbusds.com/policy/.

NON-EXCLUSIVITY

The User shall not be able to claim an exclusive right of use on the Services.

INTELLECTUAL PROPERTY

The User shall not alter or remove the copyrights specified on or contained within the Services. The User also acknowledges that Airbus DS and/or its licensors own all rights, title and interest in and to the Services, including without limitation all intellectual property rights (the "Airbus DS Rights").

The Airbus DS Rights include rights to the following: (1) the APIs developed and provided by Airbus DS, and (2) the SPOT 6 and 7 search results and meta-data information obtained from the Services use.

The Airbus DS Rights do not include the following: (1) third-party’s search results and meta-data information used as part of the Services; or (2) software developed by the User in conjunction with using the Services.

All rights not expressly granted by Airbus DS under the present document are hereby retained by Airbus DS.
CONFIDENTIALITY

The User commits, for a period of five (5) years from the date of disclosure to consider as confidential and not to disclose to anyone all information, of any nature whatsoever, which it may have obtained from Airbus DS as a result or in connection with the provision of the Services, including but not limited to the API access key. The User shall ensure that such confidential information is protected with security measures and a degree of care that it would apply to its own confidential information.

The breach of the confidentiality provisions shall lead to the immediate termination of the rights of the User to have access to the Services. The User shall be responsible for all loss and damages Airbus DS may suffer resulting from such breach.

PUBLICITY

The User shall indicate that the web applications it creates are based on Airbus DS Catalog API. User shall ensure that the developed web applications are in compliance with the high quality standards, goodwill and reputation of Airbus DS and shall avoid any activity detrimental to the prestige, image, and reputation of Airbus DS and its products and services.

If the User wishes to use the Airbus DS’ trademark and/or logo he must first obtain Airbus DS’s written consent.

DISCLAIMER OF WARRANTIES

The Services are provided “as is,” with no warranties whatsoever. Airbus DS expressly disclaims to the fullest extent permitted by French law all express, implied, and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights. Airbus DS disclaims any warranties regarding the security, reliability, timeliness, availability, and performance of the Services.

LIMITATION OF LIABILITY

The Services are subject to failure and provided free of charge.

In no event shall Airbus DS be responsible for any liabilities of any kind whatsoever which may occur as result of the use of the Services by the User.

The User understands and agrees that he uses the Services at his own discretion and risk and that the User will be solely liable for any damages to his computer system or loss of data that results from the Services.

Under no circumstances can Airbus DS be held liable for all indirect and/or immaterial damages such as loss of profit, loss of production, loss of operation, loss of dates, loss of data or information, loss of a right, interruption of a Service provided, and other such losses caused to the User or to any third party.

Such limitation of liability shall apply whether the damages arise from use or misuse of and reliance on the Services, from inability to use the Services, or from the interruption, suspension, or termination of the Services (including such damages incurred by third parties).

Such limitation shall apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by French law.

The financial cumulative liability of Airbus DS is limited, in any case and for whatever reason and/or legal basis, to the payment of one hundred euros (100 €) to the User.
TERM AND TERMINATION

The Services access is given until the 31st of December of the current year and it will be renewed every 31st of December subject to a thirty (30) days prior written consent of the User.

If the User wishes to terminate this Agreement, he shall send a thirty (30) days prior written notice to the following address: partnerships@astrium-geo.com and simply ceases using the Services and the API access key.

In case of termination, for any reason whatsoever, the User must delete any downloaded files and search result information that he may have obtained from the Services by the end of the above mentioned thirty (30) days prior written notice.

Airbus DS reserves the right to terminate the provision of the Services (and/or any User’s account) at any moment at its sole discretion. Airbus DS shall not be required as a result of such termination, to compensate or pay damages whatsoever to any User.

GENERAL PROVISIONS

These Terms and Conditions will be governed by and construed in accordance with the laws of France, without giving effect to the conflict of laws or your actual state or country of residence.

Any dispute arising from these Terms and Conditions shall be adjudicated in the commercial courts located in Toulouse, France. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms and Conditions to be unenforceable, the remainder of these Terms and Conditions will continue in full force and effect.

These Terms and Conditions constitute the entire agreement between the parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. Any waiver of any provision of these Terms and Conditions will be effective only if in writing and signed by Airbus DS.