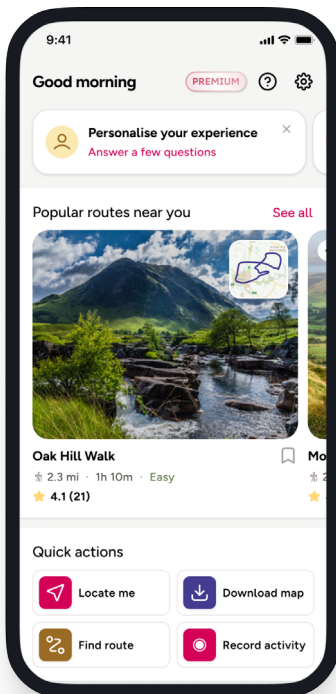


# Welcome to OS Maps

If you're new to the OS Maps app, here's an introduction to the key features:



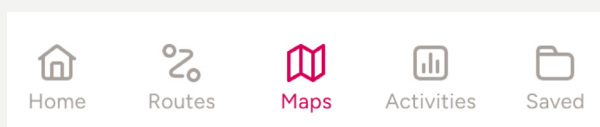
## Home tab

Your personalised hub for all things OS Maps. This includes how-to guides, route recommendations and planning tools.

It also gives us a place to communicate with users about things like relevant seasonal safety messaging and being responsible in the outdoors.

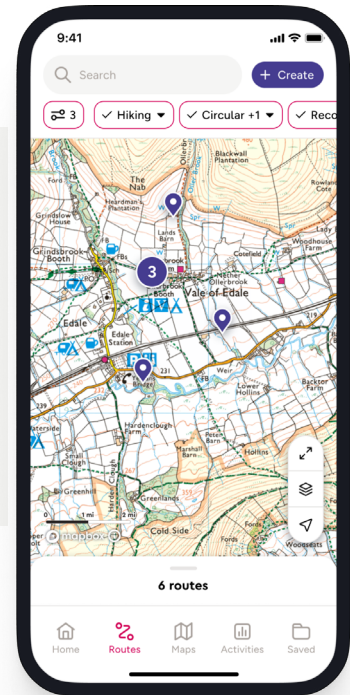
## Simplified menu bar

To help you get to what you want, quickly.



## Routes tab

This is where you can find routes, or create your own routes to save and share. Use the snap to path feature to make plotting quick and easy. The menu icon in the top right lets you change route direction and route line styling.



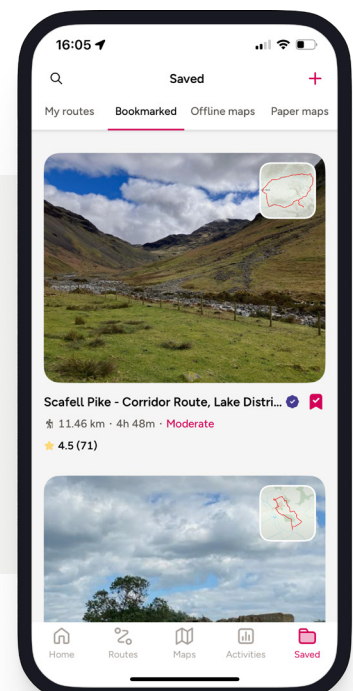
## Maps tab

This is the heart of it – the world class maps you know and love, anytime, anywhere.

Explore our aerial mapping or 3D view to get a better sense of the terrain. The menu in the top right gives you access to a toolbox with 'Locate Me' in for your digital compass and shareable grid reference, and the ability to show where your current offline map areas are.

## Saved tab

View and manage your routes, offline and paper maps in one place. Save, bookmark or download routes, view offline maps and manage your digital paper maps.



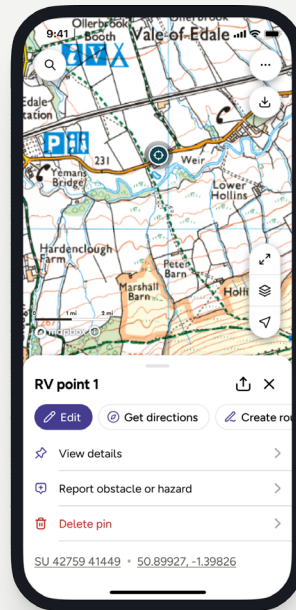
# New features

## Pins:

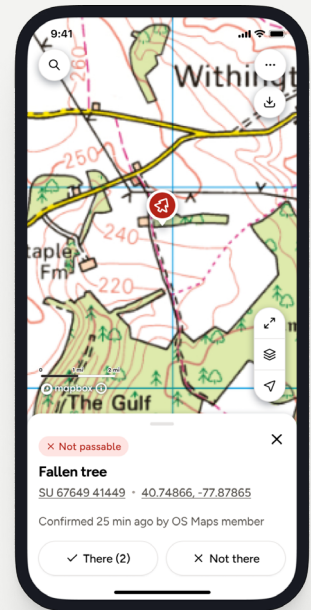
Introducing our newest OS Maps feature, Pins! Save your rendezvous point, drop a pin for your next camp site and remember where you parked your car. Share your favourite places with team mates and friends, and make the map your own.

## Community Alerts:

A new tool used by the OS Maps community to highlight obstacles encountered in the outdoors such as blocked paths, overgrown vegetation and livestock in fields. Community Alerts is a real-time, footpath condition reporting tool that is a first of its kind for outdoor activities.



Pins



Community alerts

# Getting started with OS Maps

Please follow the information on the next page to help you to redeem your premium subscription for OS Maps for free. Please read the instructions carefully as you will follow a process that is specific for Mountain Rescue Volunteers and must be followed for you to successfully access OS Maps Premium.

## Creating an account

You will need to create an account using your Mountain Rescue email address. This is essential to claim your free OS Maps Premium Subscription.

[Click here to create your account](#)

Your account will give you access to all OS products, the same log in will work for the shop and OS Maps.

## **1 Make sure you have your redemption code available from your team**

Each MREW team has its own individual code to help you unlock your premium subscription. Please speak to your team to ensure you have this as you will not be able to access your free premium subscription without the code.

## **2 Create an OS Account using your Mountain Rescue email address – click login / register on the OS Shop [here](#)**

Your account must be created using your Mountain Rescue email address. Your team code will not work against other accounts and must be associated to your team email address.

## **3 Follow [this link](#) to a dedicated Mountain Rescue England and Wales Volunteer premium subscription**

This product is not available in the OS Shop and must be accessed via this link in the welcome pack. You will not be able to find the product in google or by searching in the Ordnance Survey Shop.

## **4 Add the OS Maps 12 Month Access for Mountain Rescue Volunteers to your bag**

## **5 Proceed to Checkout and add your discount code for your team at the basket**

The discount code box is available on the View Bag page or under the Order Summary on the Checkout page.

## **6 Complete your purchase with no charge**

Once you have created your account and redeemed your subscription, you'll automatically receive our OS Maps email welcome program. This is designed to help you understand some of the key features OS Maps has to offer.

## **7 Your OS Maps premium subscription will now work on both mobile and desktop app. Download OS Maps for your phone at the Apple or Play Stores or visit [explore.osmaps.com](https://explore.osmaps.com) to access the desktop app. Your account will sync seamlessly between mobile and desktop.**



# FAQs

## How is OS Maps different for Mountain Rescue Volunteers?

The only difference between OS Maps for regular customers and Mountain Rescue England and Wales volunteers is the way in which MREW volunteers create an account- see the section titled "Using OS Maps" earlier in this Welcome Pack for more on how to create your MREW account.

The OS Maps product that Mountain Rescue Volunteers will access via the app (available on App Store or Google Play store) or desktop browser (available at [explore.osmaps.com](https://explore.osmaps.com)) does not have any difference in the functionality or features available to other consumers.

You are receiving access to a 12 Month non-recurring Premium Subscription to OS Maps available for MREW Volunteers at this [link](#) only. You will receive renewal details in due course.

## Which terms and conditions apply to my use of OS Maps?

Mountain Rescue Volunteer use of OS Maps is governed by a separate Mountain Rescue End User Licence Agreement (MREW EULA) The MREW EULA outlines how you can use the app.

You can read the full MREW EULA at the end of this Welcome Pack. When you accept the OS terms and conditions online when creating your MREW OS Maps account, you will also be agreeing to the MREW EULA terms. Please therefore take time to familiarise yourself with the MREW EULA before creating an account.

The terms and conditions set out in the MREW EULA will always apply to you, if you are accessing and using OS Maps- whether you are using it in connection with your volunteering with Mountain Rescue England and Wales, or for your own personal use.

## How can I set up my MREW account?

Your MREW team will have given you this Welcome Pack which contains information as to how you can create and access OS Maps as an MREW volunteer. If you experience any problems with the creation of your account please email [partnerships@os.uk](mailto:partnerships@os.uk) and provide details of your issue along with details of your MREW team. If you have any problems using the app once you have created your account please visit our [OS Maps Help Centre](#).



## **How can I use OS Maps?**

As part of the MREW EULA you have access to use OS Maps for your voluntary work with Mountain Rescue England and Wales as well as your own personal use. We hope OS Maps will be useful for your work with your MREW team but also help facilitate your own adventures.

You can use OS Maps on your phone with the app available to download from the Google Play Store or App Store or on your desktop browser at [explore.osmaps.com](https://explore.osmaps.com). You can ONLY redeem your subscription via the [Ordnance Survey Shop](#) on a special Mountain Rescue product once you have redeemed your subscription it will work on your phone and desktop.

We draw your attention to clauses 13 and 14 of the MREW EULA and suggest that you take the time to read this part in detail before sign up. Essentially, OS Maps has not been created specifically for MREW volunteers or MREW services, as such you must use your own judgment, skills and expertise when using OS Maps for MREW services and if any doubt, please defer to your MREW team leader.

## **I want to create routes – are there any restrictions?**

If you are using OS Maps to create routes in connection with your Mountain Rescue voluntary work we ask that you make sure you mark your routes with an appropriate severity level. Please remember to mark the severity at a level appropriate for general users as opposed to a level which Mountain Rescue volunteers are accustomed to.

## **What can't I use OS Maps for?**

You can not use your access to OS Maps for any commercial purposes outside of your voluntary work with Mountain Rescue. You can only use the app for voluntary work with your MREW team or your own personal use. You may not share your MREW team's redemption code outside of your MREW team and it can only be redeemed against your official Mountain Rescue email address and you must not share your login details with anyone else. You can find more details on how you can use OS Maps in the full MREW EULA included in this welcome pack.

You must not post any photos or other user generated content of any individuals taken whilst you are performing MREW voluntary work within OS Maps. This is to protect the privacy and / or safety of individuals that require MREW search and rescue services.

## **I already have an OS Account or OS Maps subscription, why do I need to create a separate one?**

We recognise some of you may already have OS Accounts to our shop or existing OS Maps accounts, thank you for being part of the Ordnance Survey family. We do require you to set up a new account with your Mountain Rescue email address to access your premium OS Maps subscription. This helps us manage the partnership, and due to the way we permit Mountain Rescue volunteers to use OS Maps.

You can maintain your own account but to receive your access to OS Maps Premium through this partnership you will need to create a new account with your Mountain Rescue email address and redeem your premium subscription as outlined above.

## **Can I move routes in my personal OS Maps account to my Mountain Rescue OS Maps account?**

If you have a personal OS Maps subscription and have already created routes in OS Maps you can move these across to your Mountain Rescue OS Maps account using the export and import function. You can export routes from OS Maps as a GPX file. To find out how to do that click [here](#).

If you log in to your Mountain Rescue OS Maps account you can then import those GPX files. To find out more about how to do that click [here](#).

## **How do I find out more about how to get the most from OS Maps?**

Our OS Maps Help Centre has lots of information to help you understand how to use, and how to get the most from your OS Maps Subscription. Head to the Help Centre for more FAQ's about the product by clicking [here](#).

## **What has happened to OS Locate?**

OS Locate is being integrated into OS Maps in early 2024. For a brief period, from November 2023, OS Locate will not be available for download in the Google play store. This does not impact existing users of OS Locate, and it will not impact iOS users at all. We have been working closely with the MREW Product Committee and recognise the importance of a simple, intuitive 'locate me' feature that can give a grid reference location in as few clicks as possible.

# MREW End User Licence Agreement (EULA) for OS Maps

**We welcome all Mountain Rescue England & Wales (MREW) volunteers to OS Maps.**

Please note that this end user licence agreement (the 'MREW EULA') is specifically drafted for MREW Permitted Users and it overrides the standard OS Maps End User Licence Agreement (the 'OS Maps EULA') which is displayed on the on the Ordnance Survey website and within the OS Maps App and web platform. This MREW EULA shall apply when you undertake any and all Mountain Rescue services in your role as volunteer. In the event you use OS Maps for personal, non-commercial use, outside of the Mountain Rescue services, the OS Maps EULA shall apply to such activity.

## 1. What is OS Maps?

OS Maps is a multi-award winning leisure mapping application, operated by Ordnance Survey, Great Britain's national mapping agency, which is made available both on the web and on mobile platforms. It provides online and offline access to Ordnance Survey mapping for the whole of Great Britain, together with detailed mapping for other world wide countries; routes for walking, cycling and running; points of interest; augmented reality and other fantastic features.

OS Maps (referred to in this MREW EULA simply as the / this Licensed App) is one of a number of different consumer apps (web and mobile), websites, social media sites and an online retail shop operated by Ordnance Survey. We refer to these collectively in this MREW EULA as the OS Sites and/or Services.



## 2. Introduction to this MREW EULA and its Terms and Conditions

OS and MREW have entered into an agreement which allows MREW volunteers to obtain a free subscription to the Licensed App for the purpose of using it in connection with MREW search and rescue services, MREW training and education programs and other related duties and activities.

**This free subscription (which will be a 12 month non-recurring subscription) is only available to individuals who:**

- are registered as Mountain Rescue volunteers
- volunteer within one of the 53 Mountain Rescue teams comprised of 49 MREW teams and 4 MREW Search Dogs team across England and Wales
- have been given an OS Maps redemption code.

**In this MREW EULA:**

- We refer to such individuals as MREW Permitted Users;
- We refer to the 12 month non-recurring subscription being given as an MREW Subscription;
- We refer to the redemption codes as the OS Maps Redemption Codes;
- We refer to the search and rescue services, training and education programs and other duties / activities undertaken by MREW volunteers as MREW Services; and
- We set out the terms and conditions which apply when using the Licensed App in connection with MREW Services.

MREW Permitted Users may also use the Licensed App for their own personal use. When using the Licensed App for personal, non-MREW use, the terms and conditions set out in the standard OS Maps EULA will apply (with the exception of clauses around payments and renewals).

We would also refer you to our Privacy Policy, Cookie Notice and Accessibility Statement. These are all summarised in paragraph 5a-c below).

We are legally obliged to pass on, or bring to users attention certain third party terms which may apply when you use the Licensed App. These are summarised in paragraph 5 d-e below.

Please review this MREW EULA (and the other documents we have referred to) very carefully. By redeeming an OS Maps redemption code for a Mountain Rescue subscription and/or accessing/using the licensed app in connection with mrew services you are agreeing to the terms and conditions set out in this MREW EULA (and other documents we have referred to). Please do not use this licensed app if you do not accept the terms and conditions set out in these documents.

### 3. Will the terms and conditions of this MREW EULA change at any time?

We may update this MREW EULA from time to time, as we add functionality to the Licensed App or for other reasons. Your continued use of the Licensed App constitutes your agreement to the then-current amended and updated MREW EULA. We may update this MREW EULA from time to time, as we add functionality to the Licensed App or for other reasons. Your continued use of the Licensed App constitutes your agreement to the then-current amended and updated MREW EULA.

### 4. Who are we?

This Licensed App, its content, and any related website pages are operated and managed by Ordnance Survey Leisure Limited, which is a subsidiary company of Ordnance Survey Limited, Great Britain's national mapping agency.

Ordnance Survey Leisure Limited is a company registered in England and Wales (registration number 06894550, and VAT number GB 973 4648 80) whose registered address is at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS.

Ordnance Survey Limited is a company registered in England and Wales (registration number 09121572, and VAT number GB 204 5274 37) whose registered address is also at Explorer House, Adanac Drive, SOUTHAMPTON, SO16 0AS.

Both Ordnance Survey Leisure Limited and Ordnance Survey Limited are referred to in this EULA as OS, we, us and/or our.

If you have any questions about the Licensed App, please take a look at our [OS Maps FAQs](#).

These contain the latest guidance and support but if you can't find the answer you're looking for from our FAQs, or you wish to get in touch with us directly with any queries, or complaints or compliments, please contact our Customer Services Team using the details on our [Contact Us](#) webpage.

## 5. Privacy Policy, Cookies Notice, Accessibility Statement and Third Party Terms

In the introduction at paragraph 2 above, we referred to our [Privacy Policy](#) and [Cookies Notice](#) which apply to your use of the Licensed App, together with our [Accessibility Statement](#), and third party terms. Here is a summary of these documents/terms:

### **Our Privacy Policy**

This Policy sets how we collect, process, use and look after any personal data that we collect from you, or that you provide to us, together with the choices you have about the information we may ask of you, when you use our OS Sites and/or Services.

### **Cookies Notice**

This Notice provides information about how we use 'cookies' in our OS Sites and/or Services and how you can control and delete them.

'Cookies' are small text files that websites put on your computer to make visits quicker, easier and more relevant.

In addition to cookies, OS uses analytics and tracking software tools in its OS Sites and Services. Analytics and tracking software allows application providers to gain insights on how their users engage with the mobile / web app – for example, how they navigate through the app and what functionality and content is used. This enables app providers to make better decisions about services, improving performance and appropriate marketing. The tracking technology we use is Google Firebase and Adjust.

With the exception of cookies and analytics software which are strictly necessary for us to be able to deliver the Licensed App, tracking identifiers will only be placed onto your device if we obtain your consent, and data captured from such technology will only be processed in accordance with our Privacy Policy.

### **Accessibility Statement**

Our Accessibility Statement provides information about browser support, screen resolution, document types, access keys, text sizing, images, forms and frames, scripting and links.

### **Third Party Terms**

Certain mapping, routes and functionality within the Licensed App is made possible as a result of licensing arrangements we have with third parties and/or is licensed directly to you by third parties. We are legally obliged to by those third parties to include certain terms in this MREW EULA. These are set out in Schedule A of this EULA.

## 6. Access to the Licensed App and an MREW Subscription

The Licensed App and its various consumer subscriptions are generally made available to download / purchase via a desktop browser and from both the 'App Store' (for iOS devices) and the 'Google Play Store' (for android devices).

However an MREW Subscription can only be obtained via the desktop browser (at [explore.osmaps.com](https://explore.osmaps.com))

Once you have obtained your MREW Subscription the Licensed App can be accessed and used free of charge on both a desktop browser or your mobile device.

Before applying for your MREW Subscription you will be required to register for an OS Account on the OS online shop.

To register as an MREW Permitted User (and thereby allow the OS Shop to recognise that you are going to be eligible for an MREW Subscription), you must create an OS account using your Mountain Rescue email address.

Once you have registered, you will be automatically directed to the 12 month non-recurring subscription option. Once added to your basket on the OS Shop, this will be shown as free of charge once you insert the OS Maps Redemption Code.

OS will provide Mountain Rescue with the OS Maps Redemption Codes, which they will then distribute to MREW Permitted Users.

We will send you an acceptance email, at which point a MREW Subscription will come into existence and you will be able to login and access your subscription.

## 7. Registrations and Passwords

Any username, password, email address or other piece of security information registered or provided by you as part of the registration and/or subscription process, must be treated as confidential and must not be disclosed to anyone.

If you know or suspect that anyone other than you knows your username, password, email address or other piece of security information then you should change your password immediately, and promptly notify us via our [Contact Us](#) webpage.

In the event that you forget or need to change your security login information please follow the relevant link provided in the Licensed App.

Please note that registering with the Licensed App does not automatically create an account with our other OS Sites and/or Services.

## **8. Details of MREW Subscription / other charges which could apply**

### **a. Subscription**

The MREW Subscription is a 12 month non-recurring subscription, which provides access to all the content and functionality of the Licensed App. Your access will end automatically at the end of that 12 month period. You will need to apply for a new MREW Subscription via a new OS Maps Redemption Code if you wish to continue accessing and using the Licensed App for the purposes of providing MREW Services.

### **b. Prices and payment**

MREW Subscriptions are made available free of charge to MREW Permitted Users. As a result of the access and use of the Licensed App by your device, your wifi, internet, Bluetooth, mobile or other communication service provider may charge you additional fees for data usage, messaging and/or other wireless internet features, and you are solely responsible for such fees. It is your responsibility to confirm with your wireless internet service provider whether, and to what extent, any such fees apply to you.

## **9. Permitted Use of the Licensed App**

This paragraph 9 sets out the licensing rights (and restrictions) which apply to MREW Permitted Users.

### **a. Licence to use the Licensed App**

We grant you a non-exclusive, limited, non-transferable, non-sublicensable, revocable, worldwide licence to access and use the Licensed App and its content in connection with the provision of MREW Services and otherwise for your own personal, non-commercial use, in compliance with the terms of this MREW EULA.

You may download the Licensed App onto a maximum of 5 devices, but you may only cache data offline on 1 device concurrently.

## **b. Restrictions and Limitations on your use of the Licensed App**

Except for Mountain Rescue Services, no commercial/non-personal use is permitted under this MREW EULA.

When using the Licensed App for MREW Services you may print, and make multiple copies or scans, and distribute the content of the Licensed App solely for use by other MREW Permitted Users and for persons attending MREW training courses and educational programs.

However, you may not:

- modify content in the Licensed App;
- other than as set out above, publish, print, sell, hire, lend, or sub-license any content for use by others;
- decipher, decompile, disassemble or reverse engineer any part of the Licensed App, except as permitted by law;
- bypass the built-in print function to increase the printable area of the content; or
- alter or remove any trade marks or the copyright or personal use notices appearing in/on the Licensed App or print-outs; or
- allow other persons (including MREW Permitted Users) to use Your MREW Subscription (MREW Permitted Users can be granted their own subscription to use);
- create User Generated Content which is made available to the public.

## **c. Mapping restricted to Great Britain**

The Licensed App provides mapping content from outside Great Britain as a result of licensing arrangements with third parties. Some of these arrangements only permit use of the mapping for personal non-commercial use. As a consequence you are only permitted to use the mapping for great britain in connection with the MREW services.

You may use the mapping outside of great britain for your own personal, non commercial use, but using it for MREW services is expressly excluded from the licence being granted to you under an MREW subscription.

## **d. Procedure for sharing content from the Licensed App**

The Licensed App includes a built-in sharing function which allows you to email a link, or upload a link to the internet (including to your social media sites), which then allows direct access to the Licensed App to others. You must not email, upload to the internet, or otherwise communicate any Licensed App content, for access or use by others, except by using this built in sharing functionality.

We reserve the right to immediately withdraw your linking permission on your account if you do not comply with this paragraph 9(c). Where we exercise this right, we will email you to inform you of our action and the reason why.



#### **d. Embedding routes from the Licensed App**

Where the Licensed App includes a built-in function that allows you to obtain a code snippet for a public route displayed on the mapping that you can copy and paste to your external website to embed and display that route on your external site (the Embedded Route), you may only display one Embedded Route per area of mapping.

You may only use the Embedded Routes or link to the Licensed App on your external site provided that:

- you do so in a way that is fair and legal and does not, nor is likely to, cause any damage to our reputation or take advantage of it;
- you do not misrepresent your relationship with us or suggest any form of association, approval or endorsement on our part where none exists;
- you do not do so in a way that is likely to give your users the impression that our content is yours;
- you do not create a frame or any other browser or border environment around the Licensed App;
- the site you link from does not contain content that is illegal or indecent, or infringes on any intellectual property rights or other rights;
- you ensure that for any Embedded Routes the Licensed App backdrop mapping, branding and copyright attribution statements provided by the Licensed App are displayed at all times and not removed, tampered with or replaced in any way.

We reserve the right to immediately suspend or disable any Embedded Routes on your account if you do not comply with this paragraph 9(d). Where we exercise this right, we will email you to inform you of our action and the reason why.

## **10. User Generated Content**

The Licensed App allows you to create and share routes, information, data, photographs, comments and other content. Such content is referred to as User Generated Content.

This includes:

- User Generated Activity Data which are the tracks of your activities that are automatically generated for you and recorded by GPS if you select the 'Record Activity' feature. They show the path you took and the time you took for that activity.
- User Generated Routes which are the routes that you plot in the Licensed App (i.e. for your walks, cycling, rambles, horserides, runs or other activities), or the routes that are generated automatically for you from your User Generated Activity Data, including any photos, descriptions or tags you attach to these routes.

MREW Permitted Users must mark all User Generated Content with the corresponding severity level tagging. Please note that your User Generated Routes will be publicly accessible and you must therefore tag your User Generated Content at a severity level appropriate for general consumers other than MREW Permitted Users.

Please ensure that you either own or have appropriate permission to upload any User Generated Content before doing so.

#### **a. Restrictions on the creation of User Generated Content**

If you create or contribute User Generated Content, you must NOT include any of the following (Restricted Content):

- material which is illegal or promotes illegality;
- misleading information;
- material which is likely to cause harm to others;
- material which is threatening, abusive, offensive or indecent;
- defamatory material;
- material which infringes copyright or any other intellectual property rights of a third party;
- advertisements;
- personal information about you or a third party;
- material which contains a virus or other harmful component; or
- content which is made available to the public.

#### **b. Our rights in respect of User Generated Content**

We do not claim any ownership of any intellectual property rights which arise/subsist in your User Generated Content. However you grant us a royalty-free, worldwide, non exclusive, perpetual licence to display your User Generated Routes in the Licensed App and to use, store, reproduce, make derivative works of, and make your User Generated Content available to third parties, for any other purpose. (You agree to waive any moral rights subsisting in your User Generated Content).

User Generated Content which you mark as private will only be made available to you personally (for the duration of your subscription to the Licensed App) and not to other users.

User Generated Content created by Duke of Edinburgh Subscribers will not be made available to view or discover generally by other users who are not participating in the Duke of Edinburgh Award programme.

You will be responsible to us for any losses, expenses or other costs incurred by us which are caused by you deliberately contributing any Restricted Content to the Licensed App. Where permissible by law, we may disclose your identity and any other necessary information to any third party who claims that any User Generated Content submitted by you constitutes a violation of their intellectual property or other legal rights.

## 11. Takedown Procedure

OS is not responsible for any User Generated Content available on the Licensed App.

OS may, at any time, remove any unacceptable User Generated Content from the Licensed App, either in whole or in part (a Takedown). This will include (but without limitation) where we are notified or otherwise become aware or believe that any User Generated Content:

- includes any Restricted Content as set out in paragraph 10 above;
- breaches any applicable law, regulation, code of practice or is subject to an injunction or other action by a third party;
- is not in keeping with the purpose, themes or integrity of the Licensed App;
- is impacting the technical performance of the Licensed App;
- is generating complaints from other users or any third parties;
- should not be made available for other reasons; or
- has not been marked with a corresponding severity level tag and is available for viewing by the public.

Where we conduct a Takedown, we will email the user who created the User Generated Content to inform them of our action and the reason why.

## 12. Intellectual Property in the Licensed App

The copyright and all other intellectual property rights subsisting in the Licensed App and the material included within and published on the Licensed App, (including any mapping data but excluding your User Generated Content which is owned by you) are owned by OS and/or our licensors (including the Crown and other users of the Licensed App).

All of the brand, product and/or service names used in the Licensed App are trade marks of OS or their respective third party holders and/or are protected by other intellectual property rights. Please see a non-exhaustive list of [OS's trade marks](#). No such trade marks, brand, product or service names may be used without our express permission in writing.

## 13. Accuracy and Limitations of the digital content and functionality

The disclaimers and limitations of liability in this paragraph 13 do not apply to your non-excludable rights referred to in paragraph 15 below.

The licensed app delivers digital content which is created/owned by os; content which has been created by, supplied and licensed to us by third party providers; and user generated content.

OS Maps has been created as a consumer facing app, intended for use by individuals for their own personal, non commercial use in their leisure time. OS Maps has not been developed or changed to meet the individual requirements of mountain rescue or MREW permitted users.

OS Maps and the content and functionality made available on OS Maps will be used by Mountain Rescue and the MREW permitted users in connection with MREW services entirely at MREW and the mrew permitted users own risk.

The content available in OS Maps is not intended to amount to instructions or formal advice on risk assessment or health and safety, on which Mountain Rescue and/or MREW permitted users should rely. Mountain Rescue and its mrew permitted users must always exercise their own knowledge, skills, MREW training and judgment when OS Maps and its content and functionality.

OS makes no representations, warranties or guarantees (express or implied) to Mountain Rescue and/or MREW permitted users regarding availability, accuracy, completeness or currency of OS Maps and its contents and functionality, nor its suitability for use in the Mountain Rescue services or for any particular purpose.

We do not check the accuracy, feasibility or safety of any user generated routes or any routes supplied by third parties. The views expressed in user generated content or any routes supplied by third parties are those of individual contributors and not necessarily those of os. It is possible that the information found in user generated content and routes supplied by third parties contains errors, or is incomplete, or out of date.

Whilst the licensed app may include information on navigation and outdoor activities and show times for walking, running and cycling routes, OS has no responsibility for providing any training or advice to MREW permitted users. This is solely the responsibility of MREW.

Any times shown in the licensed app for walking, running or cycling routes will be rough estimates provided to the general user community, which assume that users reasonably fit and travelling on typical terrain in normal conditions. They are unlikely to have any relevance to MREW permitted users and they are not intended to be guidance on which MREW and/or MREW permitted users should rely in carrying out the MREW services.

The content in the Licensed App is not intended to replace the information presented in the physical environment such as local hazard signage or the highway code and the licensed app should not be relied on when this is in conflict.

Coordinates are the coordinates of the destination of any route (whether on a map and/or through a description in words) where the route is created by the Licensed App in response to a request by you. Where the Licensed App enables you to do so, you may download these coordinates. However we cannot guarantee and we shall have no obligation to ensure that the Licensed App is configured to enable you to download the coordinates.

We cannot guarantee the ongoing supply of any content sourced from third parties, including certain points of interest and leisure route information, and we may alter the third party content we provide via the Licensed App at any time.

## **14. Availability of the Licensed App**

We cannot guarantee that the Licensed App will always be available or uninterrupted. We will always try to notify users of downtime in advance. However, we may have to suspend, withdraw, discontinue or change all or any part of the Licensed App without notice where it is necessary to do so on an urgent basis, for example to comply with a legal requirement, or to conduct emergency maintenance to protect the security and integrity of the Licensed App.

In addition to the above, as we are constantly enhancing the Licensed App we reserve the right to suspend access in order to make technical adjustments, fix errors, improve features or make minor changes from time to time.

Some functionality of the licensed app requires wifi, internet, bluetooth and/or gps coverage. Where the Licensed App or any of its features are unavailable due to issues with these networks, we are not liable for this loss of functionality. We recommend that people download the mapping and routes to use offline to overcome any problems with them being unavailable due to network issues.

We also recommend that content and data used in connection with the Licensed App is back up, to protect yourself in case of problems with the Licensed App.

We do not guarantee that the Licensed App is available or accessible on all devices, wifi, internet, bluetooth, mobile or other connections. You are responsible for ensuring that your device meets the minimum operating requirements.

We cannot guarantee that the Licensed App, or the servers that makes it available are free from viruses or bugs. It is your responsibility to implement any procedures and virus checks to satisfy your own requirements.

## 15. Responsibility for loss or damage suffered

The exclusions and limitations of liability in this paragraph 15 do not apply to your non-excludable rights, including those set out below.

### a. Non Excludable Rights:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for fraud, fraudulent misrepresentation, death or personal injury caused by our negligence.

### b. What to do if you experience a problem with the Licensed App

If you experience a problem with the Licensed App, or its digital content, please contact us via our Customer Services team [here](#).

If we are satisfied that the Licensed App and/or its digital content is damaged, defective or incorrectly supplied, we will assist you to repair or replace the Licensed App together with your saved content, or give you the option to receive a full refund.

### c. Exclusions and limitations of liability

Except in relation to your non-excludable rights,;

- The Licensed App is provided to you “as is” and OS makes no representations, warranties or guarantees (express or implied) regarding availability, accuracy, completeness or currency of the Licensed App and its contents nor its suitability for use in MREW services or for any their particular purpose;
- OS shall have no liability whatsoever to you, or to MREW, for your use of the Licensed App in connection with MREW services.

If defective digital content that we have supplied in connection with the licensed app damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will assist in repairing the damage. however, we will not be liable for any loss of business, business interruption, loss of data or loss of revenue suffered by MREW or any damage that you could have avoided by following our advice to apply an update to the licensed app offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place any minimum system requirements advised by us.

Any third party websites we link to are outside of our control and we accept no responsibility for their content or for the products or services they provide. Links or access to third party websites are for information purposes only and the appearance of those links should not indicate any endorsement by OS of the third party products or services.



**d. Limitations of liability**

**e. Your responsibility**

You will be responsible to us for any losses, expenses or other costs incurred by us which are caused by:

your breach of this MREW EULA or the third party additional terms set out in Schedule A; any unlawful, negligent (act or failure to act), or wilful misconduct by you in connection with your use of the Licensed App or any of the third party data contained on the Licensed App; and your misuse of our intellectual property rights or any third party intellectual property rights (e.g. the third party data contained in the Licensed App).

## **16. Bringing our contractual relationship with each other to an end - Suspension / Cancellation/ Termination**

**a. Our right to terminate this MREW EULA**

If the agreement between OS and MREW which provides for the MREW Subscriptions expires or is terminated for any reason whatsoever, all MREW Subscriptions will cease on that date and you will no longer have access to the Licensed App. (In such circumstances, if You wished to continue using the Licensed App for Your own personal use, You would need to apply for your own subscription through the OS Shop.

OS monitors use of the Licensed App. and we reserve the right to suspend, cancel and/or terminate your MREW Subscription and/or use of the Licensed App, on written notice to you, at any time if we reasonably suspect that you have failed to comply with any of the terms and conditions set out in this MREW EULA.

**b. Your right to cancel as a MREW Permitted User**

- you cease to be a MREW Permitted User with one of the 53 Mountain Rescue teams comprised of 49 MREW teams and 4 MREW Search Dogs team ; and/or
- you are no longer authorised to have a Mountain Rescue email address or access or use to Mountain Rescue systems

The licence granted to you under Clause 9 of this MREW EULA, and access to OS Maps, shall continue until expiry of your 12 month non-recurring subscription, at which point all access shall automatically cease. Should you wish to continue using OS Maps for your own personal use, you must create a new account using your own personal details, including personal email address.

## 17. Contracts (Rights of Third Parties) Act 1999

With the exception of the parties listed below, a person who is not a party to this EULA has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this EULA:

Mapbox Inc., a Delaware corporation whose address is at 1714 14th Street, NW, Rear Entrance, Washington, DC 20009 (Mapbox); and Apple Inc., a California corporation with its principal place of business at One Infinite Loop, Cupertino, California, 95014, USA (Apple) shall be entitled to enforce this EULA under the Contracts (Rights of Third Parties) Act 1999.

## 18. General

You shall comply with all applicable foreign and local laws and regulations which apply to your use of the Licensed App in whatever country you are physically located, including without limitation, consumer law and export control laws and regulations.

We will not be responsible for any breach of this MREW EULA caused by circumstances beyond our reasonable control.

You may not assign, sub-license, share or otherwise transfer any of your rights under this MREW EULA.

If any provision of this EULA is found to be invalid or unenforceable by any court or other authority having competent jurisdiction, the invalidity of that provision will not affect the validity of the remaining provisions of this MREW EULA, which shall remain in full force and effect and will not in any way be impaired. If any provision of this MREW EULA is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, or the period of the obligation reduced in time, or the range of activities or area covered reduced in scope, the provision in question will apply with the minimum modifications necessary to make it valid and enforceable.

We expressly disclaim all warranties, conditions, statutory rights and implied terms that we are able to exclude under applicable law.

The waiver on a particular occasion by either party of rights under this MREW EULA does not imply that other rights will be waived.

No delay in exercising any right under this MREW EULA shall constitute a waiver of such right.

This MREW EULA forms the entire agreement between you and us and supersedes any other communications or advertising with respect to OS Maps.

This MREW EULA will be governed by English law and both OS and you submit to the exclusive jurisdiction of the English courts.

## **Schedule A.** Third party terms

### **Platform Distributor Terms**

This Licensed App is distributed through the Apple App Store (iOS) and the Google Play (Android) mobile app distribution platforms. We are legally obliged to include the following Google and Apple terms in this EULA.

### **Google Play**

Where you have downloaded the Licensed App from the Google Play store, your use of Google's services through which you can buy, get, license, subscribe to and cancel content, apps and other in-app services are governed by Google's terms available here.

### **Apple App Store (iOS branded products)**

These Additional Apple End User Terms apply where you have downloaded the Licensed App on an Apple branded iOS Product, the following terms and conditions apply:

### **Acknowledgement**

You and we both acknowledge that this EULA is concluded between OS and you, and not with Apple, and OS (not Apple), is solely responsible for the Licensed App and the content thereof.

### **Scope of License**

The license granted to you for the Licensed App is limited to a non-transferable license to use the Licensed App on any Apple-branded products that you own or control, and as permitted by the 'Usage Rules' set forth in Apple Media Services Terms and Conditions, except that the Licensed App may be accessed and used by other accounts associated with the purchaser via Apple's 'Family Sharing' or volume purchasing rights.

### **Apple Media Services Terms and Conditions**

Your use of Apple's services through which you can buy, get, license, rent or subscribe to content, apps and other in-app services are governed by the following Apple's terms available here.

### **Maintenance and Support**

OS is solely responsible for providing any maintenance and support services with respect to the Licensed App. You and OS acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the the Licensed App.

### **Warranty**

Apple excludes any warranty obligation whatsoever with respect to the Licensed App, to the maximum extent permitted by law.

### **Product Claims**

Apple are not responsible for addressing any claims by you or any third party relating to the Licensed App or your possession and/or use of the Licensed App, including, but not limited to:

- a. product liability claims;
- b. any claim that the Licensed App fails to conform to any applicable legal or regulatory requirement; and
- c. claims arising under consumer protection, privacy, or similar legislation.

### **Intellectual Property Rights**

In the event of any third party claim that the Licensed App or your possession and use of the Licensed App infringes a third party's intellectual property rights, OS (and not Apple) shall be responsible for the investigation, defence, settlement and discharge of any such claim.

### **Legal Compliance**

You represent and warrant that:

- i. you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and
- ii. you are not listed on any U.S. Government list of prohibited or restricted parties.

### **Third Party Beneficiary**

Notwithstanding paragraph 17 above, you and we acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this EULA, and that, upon your acceptance of the terms and conditions of this EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third party.

## **Schedule B. Third Party Additional Terms – Licensed App Functionality**

Certain functionality within the Licensed App is made possible as a result of licensing arrangements with third parties and/or is licensed directly to you by third parties. We are legally obliged to include the following third party terms in this End User Licence Agreement. Nothing in these third party terms excludes, restricts or modifies our obligations to you in relation to the Licensed App under your Non-Excludable Rights.

## MAPBOX INC

The Licensed App uses services and tools owned and operated by Mapbox, who require OS to include the following terms and conditions in this EULA:

- your device shall populate its cache using direct requests to Mapbox and content from a cache may only be consumed by a single end-user;
- you may not distribute maps served from Mapbox to third parties;
- you may not scrape or undertake any mass download for any purposes other than offline caching on your single end-user device;
- you may not use the Mapbox services for any purpose that is in breach of the OS Maps EULA or that would amount to unacceptable use of the Licensed App if done by you;
- you may not use the Licensed App in any manner which could damage, disable, overburden or impair the Licensed App or interfere with any other user's use and enjoyment of the application;
- you may not export any coordinate information or address information derived from the results of a request to the application;
- you must comply with any other restrictions identified by Mapbox in its Terms of Service, which can be found at the following url: <https://www.mapbox.com/tos/#start>

## Microsoft End User Terms (only applicable for OS Maps Browser Version only)

By accessing the Licensed Apps web application on your desktop you agree to comply with the Microsoft [terms of use](#) which are subject to change from time to time.

## Third Party Libraries and Open Source software

Third party libraries and open source content are used within the Licensed App. Full licence details can be found on our website here.

## Third Party Additional Terms – Mapping Content in the Licensed App

The Licensed App is able to provide mapping content from outside Great Britain as a result of licensing arrangements with third parties.

Some of these arrangements only permit use of the mapping for personal non-commercial use. As a consequence you are only permitted to use the mapping for Great Britain in connection with the MREW services.

However, you may use the mapping outside of Great Britain for your own personal, non commercial use and in that respect We are legally obliged to include the following third party terms in this End User Licence Agreement.

## Mapping data covering Northern Ireland

The Licensed App includes mapping data for Northern Ireland which is licensed to us by The Department of Finance acting through its core directorate Land & Property Services ("LPS") whose principal office is located in Belfast.



LPS mapping data, and data created from LPS material are subject to Crown Copyright and database right. This data must not be used by MREW permitted users in connection with MREW services.

The LPS mapping data may not be further sub-licensed, sold, demonstrated, lent, or otherwise transferred or exploited without the prior written permission of LPS. LPS shall not be held liable for the data not being fit for your purpose or applications.

Certain mapping content from third party licensors within the Licensed App is expressly indicated as such within the Licensed App and licensed to you under separate terms (including for example, under a Creative Commons licence or variant). You will find a hyperlink within the Licensed App that directs you to the separate licensing terms. By using, downloading or otherwise accessing such content you agree to comply fully with the terms of the separate licence that applies to such content and that the terms of the applicable separate licence are concluded between the licensor and you (not OS).

### **Open Street Map**

The Licensed App uses data derived from Open Street Map data licensed under the separate terms of the [Open Database Licence v1.0](#) (ODbL).

### **Route Geometries**

OS has created a Derivative Database for routes geometries shown within the Licensed App. This is based on the method whereby the 'Clicks' of a user on the map to plot User Generated Routes are combined with Open Street Map data through the Graphopper routing engine. The code for the Graphopper routing engine can be obtained via the following link and is licenced under the Apache 2.0 licence [here](#). The algorithm that OS uses to create the Route Geometries is released under the Open Database Licence v 1.0 is also available via this [link](#).

### **POI Tags**

OS has created a Derivative Database of points of interest tags (POI Tags) for User Generated Routes in the Licensed App that is based on the Open Street Map Points of Interest data and route geometries showing points of interests in proximity to such routes. OS releases the following algorithm that is used to tag OpenStreet Map Points of Interest data to routes (where the point of interest falls within a buffer zone of 100m of a route line) under the terms of the [Open Database Licence v1.0](#).

### **Third Party Additional Terms – Routes in the Licensed App**

#### **Outdoor Active**

We are legally obliged by our contractual arrangements with Outdoor Active GmbH to inform you that the Licensed App uses the technology and content (routes) from the Outdooractive Platform.