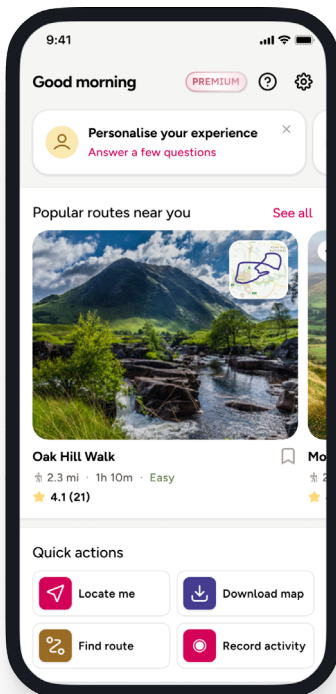


# Welcome to OS Maps

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



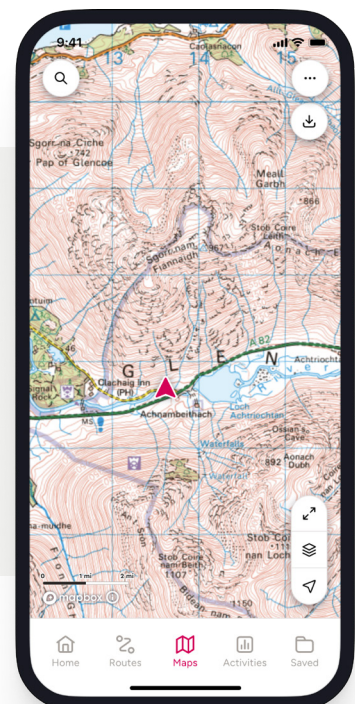
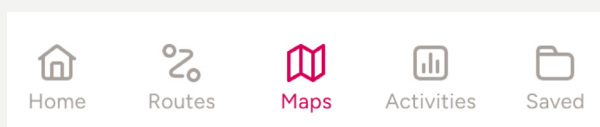
## Home tab

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.

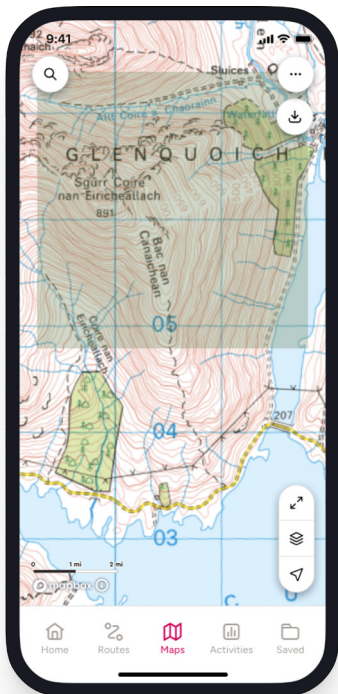
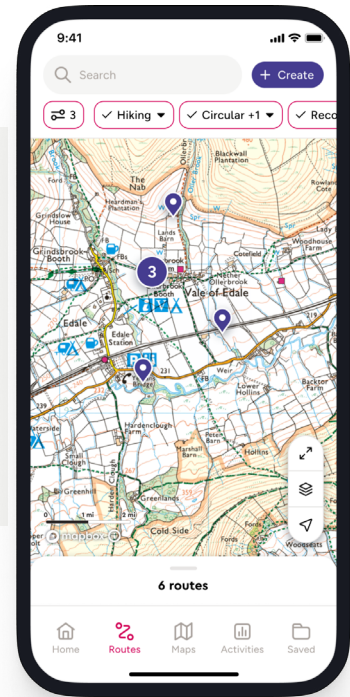
## Simplified menu bar

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.



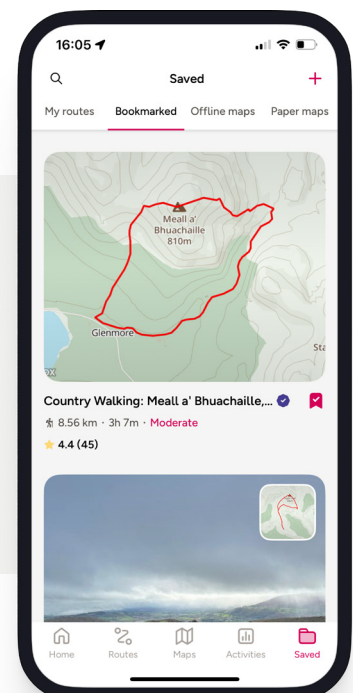
## Maps tab

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.



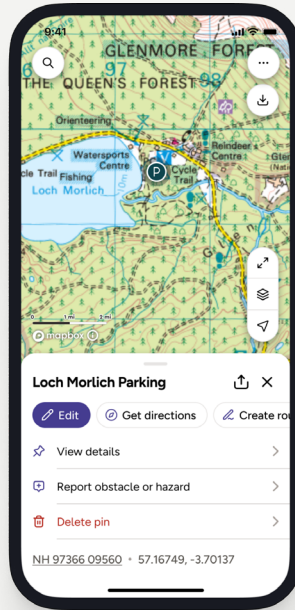
# New features

## Pins:

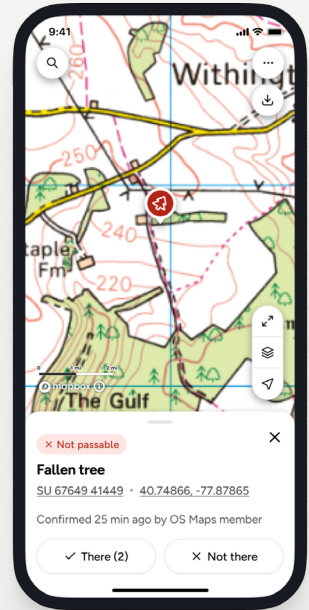
Introducing our newest OS Maps feature, Pins! Save your rendezvous point, drop a pin for your next camp site and remember where you parked your car. Share your favourite places with team mates and friends, and make the map your own.

## 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 SMR 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 SMR 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 Scottish Mountain Rescue Volunteer premium subscription

## **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.

If you already have an OS Maps subscription using your SMR related email address, this will 'bolt on' to your existing one, extending it for 12 months. Any pre-existing auto-renewals will similarly be delayed by 12 months.

## **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 volunteers is the way in which volunteers create an account- see the section titled "Using OS Maps" earlier in this Welcome Pack for more on how to create your Mountain Rescue 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 Mountain Rescue 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 (MR EULA) The Mountain Rescue EULA outlines how you can use the app.

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

The terms and conditions set out in the Mountain Rescue 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 Scottish Mountain Rescue, or for your own personal use.

## How can I set up my Scottish Mountain Rescue account?

Your SMR team will have given you this Welcome Pack which contains information as to how you can create and access OS Maps as an SMR 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 SMR 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 MR EULA you have access to use OS Maps for your voluntary work with Scottish Mountain Rescue as well as your own personal use. We hope OS Maps will be useful for your work with your SMR 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 MR 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 SMR volunteers or SMR services, as such you must use your own judgment, skills and expertise when using OS Maps for SMR services and if any doubt, please defer to your SMR 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 SMR team or your own personal use. You may not share your SMR team's redemption code outside of your SMR team 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 MR 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 SMR voluntary work within OS Maps. This is to protect the privacy and / or safety of individuals that require SMR search and rescue services.

## **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 has been integrated into OS Maps in 2024 and can now be found as 'Locate Me' in the OS Maps toolbox. 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 around this and recognise the importance of a simple, intuitive 'locate me' feature that can give a grid reference location in as few clicks as possible.

# Mountain Rescue End User Licence Agreement (EULA) for OS Maps

Ordnance Survey is excited to be partnering with Mountain Rescue and we welcome all Mountain Rescue England & Wales (MREW) and Scottish Mountain Rescue (SMR) volunteers to our OS Maps app.

We have created this end user licence agreement (called the '**Mountain Rescue EULA**') specifically for MREW and SMR and its terms and conditions will apply to all volunteers who subscribe for a MR Subscription to OS Maps.

It replaces the standard OS Maps End User Licence Agreement (called the '**General OS Maps EULA**') which all subscribers to OS Maps are required to 'click accept' and which is displayed on the Ordnance Survey website and within the OS Maps App and web platforms.

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

We also refer you back to your organisation's privacy policy which covers how they can lawfully process your personal data, including but not limited to, the personal data processed under the agreements between Ordnance Survey and MREW and Ordnance Survey and SMR.

Please review this Mountain Rescue EULA (and the other documents we have referred to in it) very carefully. By redeeming an OS Maps Redemption Code for an MR Subscription and/or accessing/using the Licensed App you are agreeing to the terms and conditions set out in this Mountain Rescue 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.



# 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 ('OS'), which is made available both on the web and on mobile platforms. It provides online and offline access to OS 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 Mountain Rescue 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. We refer to these collectively in this Mountain Rescue EULA as the '**OS Sites and/or Services**'.

# 2. Who are we?

The 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 Mountain Rescue 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 via the following link: [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.

### 3. Introduction to this Mountain Rescue EULA and its Terms and Conditions

OS has entered into agreements with MREW and SMR which allows their volunteers to obtain a free subscription to the Licensed App for the purpose of using it in connection with Mountain Rescue search and rescue services, Mountain Rescue 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:

- a. are registered as volunteers with either MREW or SMR
- b. currently volunteer within one of the MREW teams or SMR Teams
- c. have been given an OS Maps Redemption Code.

In this Mountain Rescue EULA:

- We refer to such individuals as '**MR Permitted Users**';
- We refer to Mountain Rescue England & Wales as '**MREW**';
- We refer to Scottish Mountain Rescue as '**SMR**';
- We refer to the MREW and SMR teams which volunteers are attached to as the '**MR Teams**';
- We refer to the 12 month non-recurring subscription being given as an '**MR Subscription**';
- We refer to the redemption codes as the '**OS Maps Redemption Codes**';
- We refer to the search and rescue services and operations, training and education programs and other duties / activities undertaken by Mountain Rescue volunteers as '**MR Services**';
- We refer to an '**OS Welcome Pack**' which is an electronic document that OS and MREW / SMR have created which contains the information and hyperlinks needed to enable you to redeem the OS Maps Codes against the purchase of an MR Subscription, together with a copy of this Mountain Rescue End User Licence Agreement. and
- We set out the terms and conditions which apply to you when using the Licensed App in connection with MR Services.

MR Permitted Users may also use the Licensed App for their own personal use and we hope that you will do so.

We recognise that it may be a bit confusing if we were to ask you to read and apply two sets of legal terms, depending on when / how you were using the Licensed App. So, we are not going to require you to apply the General OS Maps EULA when using the Licensed App in a personal capacity. Instead, the terms and conditions set out in this Mountain Rescue EULA will always apply to you, if you are accessing and using the Licensed App pursuant to a MR Subscription - whether you are using it in connection with MR Services, or for your own personal use.

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.

## 4. Will the terms and conditions of this Mountain Rescue EULA change at any time?

We may update this Mountain Rescue EULA from time to time, as we add functionality to the Licensed App or for other reasons. If this occurs a copy of the revised Mountain Rescue EULA will be made available to MREW and SMR and filtered down to you through your MR Team. Your continued use of the Licensed App constitutes your agreement to the then-current amended and updated Mountain Rescue EULA.

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

In the introduction at paragraph 4 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:

### a. 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.

As part of our contractual arrangements with MREW and SMR, a limited amount of your personal data (name and email address) will be transferred from MREW / SMR to us so that we can effectively manage the number of MR Subscriptions. MREW and SMR (as applicable) already holds personal data about you and collects and stores that personal data in accordance with its own privacy policy which, being a member volunteer, you will already have access to. If you would like to revisit or review the MREW privacy policy or SMR privacy policy (as applicable), please contact your MR team leader.

### b. 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.

#### **c. 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.

#### **d. 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 Mountain Rescue EULA. These are set out in Schedule A of this Mountain Rescue EULA.

## **6. Access to the Licensed App and an MR 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 MR Subscription can only be obtained via the desktop browser (at [explore.osmaps.com](https://explore.osmaps.com)), as the App Store and Google Play Stores are unable to accept the OS Maps Redemption Codes.

Once you have obtained your MR 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 MR Subscription You will be required to register for an OS Account on the OS online shop, and you will need to have been given your OS Maps Redemption Code by your MR Team.

Once You have registered for an OS Account, and the verification process is complete, You will be able to follow the hyperlink provided in the OS Welcome Pack to be directed through to the relevant section of the OS Shop to redeem your OS Maps Code for an MR Subscription.

The OS Maps Redemption Codes are unique codes which OS has created for MREW and SMR which will be distributed through the MR Teams to MREW / SMR Permitted Users.

There will be a different OS Maps Redemption Code for each MRTeam and there will be a total redemption limit on each OS Maps Code matched to volunteer numbers for that particular MRTeam, and only available to be used once per MR Permitted User email address.

Once you have completed the purchase on the OS Shop, OS will send you an acceptance email, at which point an MR Subscription will come into existence and you will be able to login and access your subscription.

## **7. Confidentiality and Security of the OS Maps Redemption Codes and other information (i.e Passwords) provided during registration.**

The OS Maps Redemption Codes must be treated as confidential and must not be shared outside of your MR Team. If you disclose them to persons outside of your MR Team (such as family or friends) this will amount to a material breach of this MR EULA which could result in you being blocked from using the Licensed App and further legal action by OS.

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 MR Subscriptions / other charges which could apply**

### **a. Subscription**

The MR 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 and You will need to apply for a new MR Subscription via a new OS Maps Redemption Code to continue accessing and using the Licensed App for the purposes of providing MR Services.

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

MR Subscriptions are made available free of charge to MR 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 MR 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 MR Services and otherwise for your own personal, non-commercial use, in compliance with the terms of this Mountain Rescue EULA.

You may download the Licensed App onto a maximum of 5 devices, but you may only cache data offline on 1 device concurrently. We recognise that devices may be shared by family members, however the right to using on multiple devices must not be used to circumvent the restrictions referred to above in relation to the use of OS Maps Redemption Codes. The MR Subscriptions are being made available primarily for use in MR Services and whilst we are happy for you to use your MR Subscription to access and use the Licensed App in a personal capacity, the Licensed App should not be downloaded



onto multiple devices to essentially facilitate use by family and friends. If you do so, this will amount to a material breach of this Mountain Rescue EULA which could result in you being blocked from using the Licensed App and further legal action by OS.

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

Except for use in connection with MR Services, no commercial / non-personal use is permitted under this Mountain Rescue EULA.

When using the Licensed App for MR Services You may print, and make multiple copies or scans, and distribute the content of the Licensed App solely for use other MR Permitted Users and for persons attending MR 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 MR Permitted Users) to use Your MR Subscription (MR 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 MR services.

You may use the mapping outside of Great Britain for your own personal, non commercial use, but using it for MR Services is expressly excluded from the licence being granted to you under an MR 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(d). 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 your content, which can include routes, information, data, photographs, comments and other content. Such content is referred to as User Generated Content.

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

Please note that:

- there are no limitations being placed on MR Permitted Users in respect to User Generated Content;
- Any and all routes, information, photos, data, reviews and other content created and posted by you will be treated and made available in the same way as any other User Generated Content.
- All User Generated Content will be publicly accessible by all users of the Licensed App, unless you use the in- built functionality, (where it is made available), to specifically mark it as private, whereupon it will only be visible to you.

To ensure the safety and privacy of others:

- You must mark any routes created in connection with MR Services with an appropriate severity level tagging using the functionality made available in the Licensed App for that purpose. The severity rating applied should be the one which is appropriate for general user, as opposed to a rating that gauges severity for other MR Permitted Users; and
- You must not post any photographs taken of individuals on a search and rescue operation, or any other User Generated Content relating to a search and rescue operation which would be likely to impose on any persons privacy or safety.

#### **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, or insulting, which includes without limitation material which is likely to stir up hatred of a racial, gender or sexuality nature;
- material which is 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 Content 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, or which is private by default such as any activity data generated when you use the 'Record Activity' function, will only be made available to you personally (for the duration of your subscription to the Licensed App) and not to other users.

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

Whilst the Licensed App incorporates some automatic content moderation tools, OS is not responsible for any User Generated Content available on the Licensed App.

### a. Automatic removal of Restricted Content

The uploading of User Generated Content is monitored automatically by our content moderation tools and any Restricted Content that is uploaded may be automatically blocked at the time of uploading. If you attempt to upload Restricted Content and this is blocked, you will receive an automated message to notify you of the block put on.

### b. Reporting User Generated Content

If Users of the Licensed App are concerned about any User Generated Content they may report it to OS by using the in-app 'report' function and selecting the reason for the concern / reporting. OS will review any reports and may, in its sole discretion, remove any User Generated Content from the Licensed App as set out below. We may (but are not obliged to) contact the reportee if the decision is made not to remove such User Generated Content. For more information on how to report User Generated Content, please refer to the FAQs or contact our Customer Services team.

### c. Takedown

In addition to automatic takedown, OS may, at any time, remove any unacceptable User Generated Content from the Licensed App, either in whole or in part. Where we take down any User Generated Content from the Licensed App, we will email the user who created the User Generated Content to inform them of our action and the reason why. This will include (without limitation) where we are notified (as above) or where we 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;
- has not been marked with a corresponding severity level tag and is available for viewing by the public.
- should not be included / made available in the Licensed App for any other reasons.

## 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 [here](#). 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.

WE HAVE TAKEN REASONABLE STEPS TO ENSURE THAT THE MAPPING, WALKING AND CYCLING ROUTES, AND OTHER DIGITAL CONTENT CREATED BY US FOR USE IN THE LICENSED APP IS AS ACCURATE AND AS UP TO DATE AS POSSIBLE. HOWEVER, IT IS POSSIBLE THAT THE CONTENT MAY CONTAIN ERRORS, BE INCOMPLETE OR OUT OF DATE AND ROUTES CAN BE AFFECTED BY WEATHER AND OTHER CHANGES TO THE PHYSICAL ENVIRONMENT.

WE DO NOT CHECK THE ACCURACY, FEASIBILITY OR SAFETY OF ANY USER GENERATED CONTENT 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.

THE LICENSED APP HAS BEEN CREATED AS A CONSUMER FACING APP, INTENDED FOR PERSONAL USE BY INDIVIDUALS IN THEIR LEISURE TIME. IT HAS NOT BEEN DEVELOPED, OR CHANGED, TO MEET THE INDIVIDUAL REQUIREMENTS OF MREW / SMR OR MR PERMITTED USERS. THE LICENSED APP IS USED BY YOU (IN CONNECTION WITH MR SERVICES AND IN YOUR PERSONAL CAPACITY) ENTIRELY AT MREW / SMR AND YOUR OWN RISK.

WHILST THE LICENSED APP MAY INCLUDE INFORMATION ON NAVIGATION AND OUTDOOR ACTIVITIES OS HAS NO RESPONSIBILITY FOR PROVIDING ANY TRAINING OR ADVICE TO MREW / SMR OR MR PERMITTED USERS . THE CONTENT AND FUNCTIONALITY IS NOT INTENDED TO AMOUNT TO INSTRUCTIONS OR FORMAL ADVICE ON MR SEARCH AND RESCUE OPERATIONS; OR ON OUTDOOR ACTIVITY PARTICIPATION, DIFFICULTY LEVELS, RISK ASSESSMENT OR HEALTH AND SAFETY, ON WHICH YOU SHOULD REPLY. YOU SHOULD MAKE YOUR OWN RISK ASSESSMENT TAKING INTO CONSIDERATION YOUR PERSONAL EXPERIENCE, KNOWLEDGE, CAPABILITY, SKILLS AND MR TRAINING AND PROCEDURES.

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 MR PERMITTED USERS AND THEY ARE NOT INTENDED TO BE GUIDANCE ON WHICH MREW / SMR AND/OR MR PERMITTED USERS SHOULD RELY IN CARRYING OUT THE MR 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, [Contact us](#) | [Home](#) | [OS](#).

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.

### 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) TO YOU OR MREW / SMR REGARDING AVAILABILITY, ACCURACY, COMPLETENESS OR CURRENCY OF THE LICENSED APP AND ITS CONTENTS OR FUNCTIONALITY, OR ITS SUITABILITY FOR USE IN MRESERVICES OR FOR ANY OTHER PARTICULAR PURPOSE. OS'S LIABILITY TO YOU FOR YOUR USE OF THE LICENSED APP (IN CONNECTION WITH MR SERVICES OR IN A PERSONAL CAPACITY), SHALL BE EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

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 / SMR 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 linked to by us, or in any User Generated Content, 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. 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 Mountain Rescue 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 Mountain Rescue EULA

OS may monitor use of the Licensed App by MR Permitted Users and we reserve the right to suspend, cancel and/or terminate your MR 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 Mountain Rescue EULA.

OS will also suspend, cancel and/or terminate your MR Subscription if requested by MREW / SMR to do so.

If the agreement(s) between OS and MREW / SMR which provide for the MR Subscriptions is/are terminated for certain reasons, (or it/they expire(s) at the end of the agreed period), it is likely your MR Subscription will continue until expiry of your current 12 month non-recurring subscription period, at which point all access will automatically cease.

However, where termination of that agreement occurs for other reasons, OS has the right to terminate all existing MR Subscriptions with immediate effect. If OS exercises this right, you will be notified that your MR Subscription will cease on a particular date and you will then no longer have access to the Licensed App from the time of notification.

If you cease to be a MR Permitted User with an MR Team, and / or you are no longer authorised to have an MR email address or access or use to MR systems, your MR Subscription and access to OS Maps shall continue until expiry of your current 12 month non-recurring subscription period, at which point all access shall automatically cease.

If your MR Subscription is terminated in any of the above circumstances, but you wish to continue using the Licensed App for your own personal use, you would need to purchase your own personal subscription through the OS Shop using your own personal details, including personal email address, and paying an applicable subscription fee. However, a personal subscription would then be governed by our standard OS Maps EULA and so please note that this would not permit you to use the Licensed App in connection with any MR Services.

#### **b. Your right to cancel as a MR Permitted User**

If you no longer wish to use your MR Subscription in connection with MR Services, then you must speak to your MR Team manager who can then contact OS to cancel your MR Subscription. If you wish to continue using the Licensed App in a personal capacity you should purchase your own subscription through the OS Shop as referred to in the par

## **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 Mountain Rescue EULA caused by circumstances beyond our reasonable control. You may not assign, sub-license, share or otherwise transfer any of your rights under this Mountain Rescue EULA.

If any provision of this Mountain Rescue 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 Mountain Rescue EULA, which shall remain in full force and effect and will not in any way be impaired. If any provision of this Mountain Rescue 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 Mountain Rescue EULA does not imply that other rights will be waived.

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

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

This Mountain Rescue 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

## 1. 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.

### 1.1. 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 Play Terms of Service](#).

### 1.2. 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:

#### a. Acknowledgement

You and we both acknowledge that this Mountain Rescue 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.

#### b. 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.

#### c. 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 [Apple Media Services Terms and Conditions](#).

#### d. 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 Licensed App.

#### **e. Warranty**

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

#### **f. 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.

#### **g. 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.

#### **h. 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.

#### **i. 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 Mountain Rescue EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce this Mountain Rescue EULA against you as a third party.

## **2. 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 Mountain Rescue EULA . 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.



## **2.1. 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 Mountain Rescue 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>

## **2.2. 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.

## **2.3. 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.

# **3. 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 MR 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.

### 3.1. 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.

LPS MAPPING DATA MUST NOT BE USED BY MR PERMITTED USERS IN CONNECTION WITH MR SERVICES, but you can use it when using the Licensed App in your personal capacity.

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).

### 3.2. Open Street Map

The Licensed App uses data derived from Open Street Map data licensed under the separate terms of the [Open Database Licence v 1.0](#) (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 Content are combined with Open Street Map data through the Graphopper routing engine. [The code for the Graphopper routing engine](#) is licensed under the Apache 2.0 licence. The algorithm that OS uses to create the Route Geometries is released under the Open Database Licence v 1.0 and is also available via the Graphopper routing engine code.
- POI Tags. OS has created a Derivative Database of points of interest tags (POI Tags) for User Generated Content 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 v 1.0](#).

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

### **4.1. 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.

MR EULA Version: February 2025