

## Website Legal – Leica Geosystems Online Services

- I. **Terms and Conditions**
- II. **Privacy Policy**

Your access to and use of all web sites (inter alia "[www.leica-geosystems.com](http://www.leica-geosystems.com)") and web services (inter alia "[myworld.leica-geosystems.com](http://myworld.leica-geosystems.com)") (collectively, the "Site") owned by Leica Geosystems AG, Switzerland ("Leica Geosystems") which may require you to register as user is subject to the following terms and conditions which may be updated by us from time to time without notice to you, as well as subject to all applicable laws. In consideration of your use of the Site, or any individual or entity on whose behalf a user accesses or uses the Site, you accept, without limitation or qualification, the following "**Terms and Conditions**" and agree to be bound by the Leica Geosystems "**Privacy Policy**". Please read this Website Legal carefully and often as it is subject to change.

### I. **Terms and Conditions**

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#### **1. Description of Service.**

Leica Geosystems currently provides users with access to a rich collection of on-line resources and services. You understand and agree that the Site is provided "as is" and that Leica Geosystems assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications. For certain services you have to register as a user and obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with such access or utilize free public access available through public libraries. In addition, you must provide or obtain access to all equipment necessary to make such connection to the World Wide Web, including a computer and modem or other access device. Leica Geosystems maintains this Site for your information and education. Please feel free to browse the Site. You may, inter alia, register purchased products, download information on purchased products, download and update software of purchased products, buy additional options for purchased products, view service history of purchased products, create and view support incidents for purchased products. The materials and information made available to you are only intended to be used personally and/or company internal, respectively, and is not intended to be distributed to third parties, provided you also retain all copyright and other proprietary notices contained on the information. You may not, however, sell, reverse engineer, distribute, modify, transmit, reuse, repost, use, or create derivative works based on the content of the Site in whole or in part for any purpose, without written permission from Leica Geosystems or the owner of such content in each instance.

#### **2. Leica Geosystems Privacy Policy.**

Registration data and certain other information about you is subject to the Leica Geosystems Privacy Policy. For more information, please refer to the full Leica Geosystems Privacy Policy in Chapter II hereinafter.

#### **3. Copyright Information.**

You should assume that everything you see, read, download, purchase etc. on/from the Site is copyright protected unless otherwise noted, and may not be used except as provided in these Terms and Conditions, without the written permission of Leica Geosystems. Leica Geosystems neither warrants nor represents that your use of materials and information displayed on the Site will not infringe rights of third parties not owned by or affiliated with Leica Geosystems.

#### **4. Use Of Images.**

Images of people or places displayed on the Site are either the property of, or used with permission by, Leica Geosystems. The use of these images by you, or anyone else authorized by you, is prohibited

unless specifically permitted by these Terms and Conditions. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

#### **5. Trademark Information.**

The trademarks, logos, and service marks displayed on the Site are registered, unregistered and/or common law trademarks of Leica Geosystems and others (collectively the "Trademarks"). Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademarks without the written permission of Leica Geosystems or such third party that may own the Trademarks. Your use of the Trademarks, or any other content on the Site, except as provided in these Terms and Conditions, is strictly prohibited. You are also advised that Leica Geosystems will aggressively enforce its intellectual property rights to the fullest extent of the law.

#### **6. Leica Geosystems Use of Material.**

Any communication or material you transmit to the Site by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as, non-confidential and non-proprietary. By transmitting or posting anything to Leica Geosystems or the Site, you grant Leica Geosystems or its affiliates an irrevocable, worldwide, royalty-free nonexclusive license to reproduce, modify, adopt and publish such materials, in whole or in part for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting in any media now known or later developed. Furthermore, Leica Geosystems is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products or services using such information. Through your usage of the Site, you may submit and/or Leica Geosystems may gather certain limited information about you and your web site usage subject to the Leica Geosystems Privacy Policy.

#### **7. Links and Advertisers.**

Leica Geosystems has not reviewed any or all of the sites linked to the Site and is not responsible for the content of any off-site pages or any other sites linked to the Site. Your linking to the Site, off-site pages or other sites is at your own risk and without the recommendation, endorsement or liability of Leica Geosystems. Your correspondence or business dealings with or participation in promotions of advertisers found on or through the Site, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings are solely between you and such advertiser. Leica Geosystems shall not be liable for any loss or damage of any sort incurred as the result of any such dealings or the result of the presence of such advertisers on the Site. We welcome links to the Site. You are free to establish a hypertext link to this Site so long as the link and use of the link does not state or imply any sponsorship, endorsement or affiliation of you or your site by Leica Geosystems. Without the prior written permission of Leica Geosystems, you may not frame any of the content of the Site, or incorporate into another web site or other service the intellectual property of Leica Geosystems or any of its licensors.

## **8. Leica Geosystems User Conduct.**

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, "flooding," "spamming," "mailbombing" or "crashing," (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Leica Geosystems will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

## **9. Disclaimer.**

Leica Geosystems makes no warranties or representations as to the Site or its accuracy. Leica Geosystems assumes no liability or responsibility for any errors or omissions in the content or operation of the Site. In the event a Leica Geosystems product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, Leica Geosystems shall have the right to refuse or cancel any orders placed for product or service listed at the incorrect price. Leica Geosystems shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is canceled, Leica Geosystems shall issue a credit to your credit card account in the amount of the incorrect price.

## **10. Disclaimer of Warranties.**

Your use of and browsing in the Site are at your risk. You understand and agree that Leica Geosystems assumes no responsibility for the timeliness, deletion or mis-delivery of any communications. LEICA GEOSYSTEMS, ANY OF ITS AFFILIATES, ADVERTISERS, ITS AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE ARE NOT LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT SHALL LEICA GEOSYSTEMS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL, DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF LEICA GEOSYSTEMS HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER

THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, AND MATERIALS AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Leica Geosystems also assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video, or audio from the Site.

#### **11. International Use.**

Software and other materials from this Site may also be subject to export controls of Switzerland, the United States and/or such other country whose export restriction may apply. Export Control laws prohibit the export of certain technical data and software to certain territories. No software from this Site may be downloaded or exported to any such countries, companies and/or individuals that may be subject to such export restrictions. Leica Geosystems does not authorize the downloading or exportation of any software or technical data from this Site to any jurisdiction prohibited by the Export Laws.

#### **12. Termination.**

Leica Geosystems reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice for any reason or no reason whatsoever. You agree that Leica Geosystems shall not be liable to you or any third party for any modification, suspension or discontinuance of the Site.

#### **13. Notices and Procedures for Making Claims of Intellectual Property Infringement.**

Notifications of claimed intellectual property infringement should be sent to the Site's designated agent whose address is set out below. ALL INQUIRIES NOT RELEVANT TO OR NOT COMPLYING WITH THE FOLLOWING PROCEDURE WILL RECEIVE NO RESPONSE. Leica Geosystems respects the intellectual property of others, and we ask our users and visitors to do the same. Leica Geosystems will process and investigate notices of alleged infringement and will take appropriate actions under any applicable intellectual property laws. Upon receipt of notices, Leica Geosystems will act to remove or disable access to any material found to be infringing or found to be the subject of infringing activity and will act to remove or disable access to any reference or link to material or activity that is found to be infringing.

If you believe that your work has been copied in a way that constitutes intellectual property infringement, please provide Leica Geosystems the following information. Please be advised that to be effective, the Notification must include ALL of the following:

A physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive intellectual property that is allegedly infringed;

a description of the intellectual property work that you claim has been infringed;

a description of where the material that you claim is infringing is located on the Site;

your address, telephone number, and email address and all other information reasonably sufficient to permit Leica Geosystems to contact you;

a statement by you that you have a good faith belief that the disputed use is not authorized by the intellectual property owner, its agent, or the law;

a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the intellectual property owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed intellectual property infringement should be directed to:

By mail:

Leica Geosystems AG

Legal Affairs

Heinrich-Wild-Strasse

CH-9435 Heerbrugg

Switzerland

By fax: + 41 71 727 4700

IMPORTANT NOTE:

THE PRECEDING INFORMATION IS PROVIDED EXCLUSIVELY FOR NOTIFYING LEICA GEOSYSTEMS THAT YOUR INTELLECTUAL PROPERTY MATERIAL MAY HAVE BEEN INFRINGED. ALL OTHER INQUIRIES, SUCH AS PRODUCT OR SERVICE RELATED QUESTIONS AND REQUESTS, OR QUESTIONS ON PRIVACY, WILL NOT RECEIVE A RESPONSE THROUGH THIS PROCESS.

#### **14. General Information.**

This constitutes the entire agreement between you and Leica Geosystems regarding use of the Site, superseding any prior agreement between you and Leica Geosystems regarding use of the Site. You may also be subject to additional Terms and Conditions that may apply when you use affiliate services, third-party content or third-party software. Leica Geosystems may at any time revise these Terms and Conditions by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then current Terms and Conditions to which you are bound. The

failure of Leica Geosystems to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such provision. Your use of this Site shall be governed in all respects by the laws of Switzerland, without regard to choice of law provisions. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to this Site (including but not limited to the purchase of Leica Geosystems products) shall be in the ordinary courts at the place of business of Leica Geosystems in Balgach, Switzerland. Any cause of action or claim you may have with respect to the Site (including but not limited to the purchase of Leica Geosystems products) must be commenced within one (1) year after the claim or cause of action arises. Leica Geosystems' failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. Leica Geosystems may assign its rights and duties under this Agreement to any party at any time without notice to you. Leica Geosystems makes no representation that materials in the Site are appropriate or available for use in other locations, and access to them from territories where their content is illegal or prohibited. Those who choose to access this Site from locations outside Switzerland do so on their own initiative and are responsible for compliance with applicable local laws. You may not use or export the materials in violation of any export laws and regulations.

## **II. Privacy Policy**

Please read this privacy policy carefully. Your use of any Leica Geosystems web site or web services constitutes your agreement to this privacy policy (the "Leica Geosystems Privacy Policy") and consent to the terms herein. Please see the section labeled "Information We Collect and How We Use It" to learn more about our collection and use of user information.

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## **1. Introduction.**

Leica Geosystems AG is committed to safeguarding the privacy of visitors to the Site and users of the other services available through the Site. We will use our best efforts to ensure that the information you provide us remains private and is used only for the purposes set forth herein.

The Leica Geosystems Privacy Policy details our commitment to protect your information and the limited manner in which we will use that information to provide and improve our provision of the services. We have developed our Privacy Policy from industry guidelines and standards, and local, national, and international laws and requirements. All privacy practices and methods described herein only apply insofar as permitted by the applicable standards, laws and requirements and as limited by the web site or interactive banner you are visiting.

## **2. Important Terms Used Throughout This Privacy Policy.**

Throughout the Leica Geosystems Privacy Policy we use several specialized terms. "Personally Identifiable Information" is information that tells us specifically who you are, like your name, street address, email address, billing address, credit card number and expiration date. "User Information" means all Personally Identifiable Information and any other forms of information discussed in the Leica Geosystems Privacy Policy, including the Internet Protocol (IP) address of a user's computer. We use the term "aggregate" when we combine information from various persons or users. Information is said to be "anonymized" if it does not identify individual persons or entities or associate a particular person or entity with such information.

## **3. INFORMATION WE COLLECT AND HOW WE USE IT.**

### **3.1 If you visit the Site to Browse.**

We will collect and store a number of data in order to enhance your browsing experience and to help us provide a better service, such as, but not limited to the domain name and host from which a user accessed the Internet (e.g., aol.com), the IP address of the user's computer, the user's browser software and operating system, the date and time the user accesses the Site and the Internet address of any web site from which the user linked directly to our Site or to which the user links after visiting our Site. We use this information to measure the number of visitors to sections of our Site, to determine from where our visitors linked and to where our visitors link from the Site and to help us make our Site more useful. For example, we organize and analyze IP addresses so that we can provide efficient service, enhance security, monitor appropriate usage and produce traffic volume statistics. This type of information is sometimes shared with third parties, such as when we aggregate and disclose Site traffic information for



marketing and commercial purposes. When we share such information with third parties we will require them to abide by the standards of the Leica Geosystems Privacy Policy. Leica Geosystems is the sole owner of the information collected on this Site. We will not sell, share or rent this information to others in ways different from that disclosed in the Leica Geosystems Privacy Policy.

### **3.2 If You Register, Send Us a Communication or Engage in a Transaction While at Our Site.**

If you communicate with us, we collect and store the Personally Identifiable Information you provide through this process, including (if applicable) your user ID and password, which we may elect to provide for you. If you engage in a transaction while logged on to our Site, then we collect and store information about the transaction. If you send us communications, then we may collect such communications in a file specific to you.

We use the information we collect from you as a registered user to build features that we hope will make the services more attractive and easier for you to use. This may include better customer support and timely notice of new products and services. We may share User Information with our partners, affiliates and joint venturers that are committed to serving your need for the services and improving your user experience, but will require such third parties to abide by the standards of the Leica Geosystems Privacy Policy. We may also share aggregate anonymized data relating to activity on the Site and use of the services, such as demographical and statistical information, for marketing, research and other purposes. Furthermore, we may need to disclose User Information to law enforcement or other government officials if appropriate for your protection or in connection with an investigation of fraud, intellectual property infringement or other activity that is illegal or may expose us or our users to legal liability. From time to time, our Site may request information from users via surveys or contests. Participation in these surveys or contests is completely voluntary and the user therefore has a choice whether or not to disclose this information. Information requested may include contact information (such as name and address) and demographic information (such as zip code, age level). Contact information will be used to notify the winners and award prizes. Survey information will be used for purposes of monitoring or improving the use and satisfaction of this Site.

We send responses to all communications from users. Established members will occasionally receive information on products, services or special deals. Out of respect for the privacy of our users we present the option to not receive these types of communications. Please see our choice and opt-out below.

### **3.3 If You Do Not Wish to Disclose User Information.**

If you do not want to provide us with certain User Information then you may opt out by not using the service that provides us with such User Information. For example, if you do not want us to retain your name, then you may choose not to become a registered user, not to send us a communication, or not to purchase products through the Site. You will not be entitled to the benefits of registration or a response to the communication, but you are still free to browse the Site.

### **3.4 Cookies.**

Cookies are small text files that our Site can send to your browser for storage on your hard drive. Cookies can make your use of our Site easier by saving your status and preferences upon visits to our Site. The cookies are refreshed every time you enter the Site. Most browsers are initially set to accept cookies, but you may be able to change the settings to refuse cookies or to be alerted when cookies are

being sent. We may use cookies for two purposes: (1) to enable Leica Geosystems' web site to customize some of its information for your convenience, such as „remembering“ the language you selected; and (2) in some instances, to associate you with your User Information. For example, through the use of cookies we may provide a service so that you can login automatically and thereby save you time. Although rejection of cookies will not interfere with your ability to interact with most of our Site, you may need to accept cookies in order to login and use certain interactive services on the Site.

#### **4. ACCESS TO YOUR INFORMATION AND COMPLAINTS.**

##### **4.1 Accessing, Correcting, Updating and Deleting Your Personal Information.**

If you have submitted personal information to Leica Geosystems through the Site, or if someone else has submitted your personal information through the Site you can:

Access, Correct, Update Your Personal Information by completely filling in this [Contact form](#), or sending a letter to:

Leica Geosystems AG  
Attn: Webmaster  
Heinrich-Wild-Strasse  
CH-9435 Heerbrugg  
Switzerland

Leica Geosystems will use reasonable efforts to supply you with the information you requested to access and to correct any factual inaccuracies in this information.

Delete Your Personal Information by filling in this [Contact form](#), specifying your request and giving your email address (important: must be the one you submitted when registering). We will then use reasonable efforts to remove your personal information from our files.

##### **4.2 Complaints.**

Leica Geosystems is committed to working with consumers to obtain a fair and rapid resolution of any complaints or disputes about privacy. Please send us your questions or comments regarding our privacy practices either via [email](#) or sending a letter to:

Leica Geosystems AG  
Attn: Webmaster  
Heinrich-Wild-Strasse  
CH-9435 Heerbrugg  
Switzerland

Leica Geosystems will be happy to respond to your questions and comments.

##### **4.3 Removal or Correction of Personally Identifiable Information.**

Upon your request, we will remove your Personally Identifiable Information from our database and correct any errors you identify in such information. If Personally Identifiable Information is removed, you will lose access to the parts of the Site for which you must provide such Personally Identifiable Information to gain access. After removal, we will only retain copies of such information as is necessary for us to comply with governmental orders, resolve disputes, troubleshoot problems, enforce any agreement you have entered into through our Site and as otherwise reasonably necessary. Any

Personally Identifiable Information provided as a part of a transaction on the Site represents a record of that business transaction that cannot be altered after the transaction is complete.

#### **4.4 Third Parties and Links to Other Web Sites.**

The Leica Geosystems Privacy Policy only addresses the use and disclosure of User Information collected by Leica Geosystems. If you disclose information to other parties, different rules may apply to their use or disclosure of such information regardless of their affiliation or relationship with Leica Geosystems. Because Leica Geosystems does not control the privacy practices of third parties you are subject to the privacy customs and policies of those third parties. When you link to another web site, you are subject to the privacy policy of that web site. We encourage you to ask questions and review the applicable privacy policy before you disclose your personal information to third parties.

We do not try to control, and disclaim responsibility for, information provided by other users or third parties that is made available through our Site. Such information may contain errors, intentional or otherwise, or may be offensive, inappropriate or inaccurate, and in some cases will be mislabeled or deceptively labeled.

#### **4.5 Security.**

This Site takes every precaution to protect our users' information. Leica Geosystems has implemented technology and security features and strict policy guidelines to safeguard the privacy of your Personally Identifiable Information from unauthorized access or improper use, and we will continue to enhance our security procedures as new technology becomes available.

#### **4.6 Site and Service Updates.**

We may send Site and service announcement updates to users. We communicate with the user to provide requested services via email or phone.

Choice/Opt-out

Users who no longer wish to receive our notices or promotional materials may opt-out of receiving these communications by sending an email to [webmaster@leica-geosystems.com](mailto:webmaster@leica-geosystems.com) with "unsubscribe" written in the subject line of the email, or sending a letter to:

Leica Geosystems AG  
Attn: Webmaster  
Heinrich-Wild-Strasse  
CH-9435 Heerbrugg  
Switzerland

#### **4.7 Children.**

Leica Geosystems joins the industry in recognizing that children may not be able to make informed choices about personal information requested online. Accordingly, Leica Geosystems does not target children under the age of 13 for collection of information online. Leica Geosystems does not solicit or collect customer identifiable information from children under the age of 13. If a child has provided us with personal information, a parent or guardian of that child may contact us at the addresses listed elsewhere in this Privacy Policy if they would like this information deleted from our records. We will use reasonable efforts to delete the child's information from our databases.

#### **4.8 Merger, Assets, Sales etc.**

If Leica Geosystems or any of its lines of business is sold, pledged or disposed of as a going concern whether by merger, sale of assets, bankruptcy or otherwise, then the user database of Leica Geosystems could be sold as part of that transaction and all User Information accessed by such successor or purchaser.

#### **4.9 How do I Contact Leica Geosystems.**

If you have any questions regarding the Leica Geosystems Privacy Policy, you can contact Leica Geosystems via [email](#).

#### **4.10 Miscellaneous.**

Leica Geosystems may from time to time change the Leica Geosystems Privacy Policy with or without notice, so please check it regularly for any changes or updates. For future reference, Leica Geosystems will make a link to the current Leica Geosystems Privacy Policy available to you on your screen when you are on our Site. Your use of the Site constitutes your agreement to the Leica Geosystems Privacy Policy and your assent to any modification thereto. If you do not agree with any of these terms, please do not use this Site or submit any personal information. This English version shall always prevail in case of conflicts between it and any translations of the Leica Geosystems Privacy Policy.

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