

microDATA GIS, Inc. ("microDATA") has created this web site to provide information relating to its business and the 911 industry generally.

To assist you in using our web site (the "Web Site" or the "Site"), and to ensure a clear understanding of the relationship arising from your use of our Site, we have created a Privacy Policy and a set of Terms and Conditions of Use. Our [Privacy Policy](#) explains how we protect and treat contact and other information you provide to us through the Site, and our [Terms and Conditions of Use](#) govern your use of our Site generally. Please read our [Privacy Policy](#) and our [Terms and Conditions of Use](#) carefully – they impose legal obligations on you. By using or accessing our Site, you are acknowledging that you have read and understood these terms and agree to be legally bound by them.

Privacy Policy

We respect your privacy. This Privacy Policy ("Privacy Policy") constitutes the agreement between you and microDATA regarding your provision, and our collection and use, of contact and other information you may provide while using our Site. In this Privacy Policy, the words "you" and "your" refer to any person accessing the Site, and the words "we," "us," and "our" refer to microDATA.

By using our Site, you consent to this Privacy Policy. In addition, if you become a registered user, the first time you access the restricted portions of the Site you will be prompted to click an "I Agree" button, which further confirms your agreement with our Privacy Policy.

1. Overview

We have organized the elements of our Privacy Policy in sections. To access a particular topic, please click on the link below.

- [The Types Of Information You Potentially May Provide](#)
 - [Information That Identifies You: Personally Identifiable Information](#)
 - [Registration Information](#)
 - [Email And Other Direct Communications](#)
 - [Surveys and Questionnaires](#)
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 - [We Use Aggregate Information Only In Ways That Do Not Identify You](#)
 - [Any Information Linked With Your Personal Information Is Treated As "Personally Identifiable Information"](#)
- [How We Safeguard Information We Collect](#)
- [How To Obtain Access to Information You Have Provided, And How To Remove Your Information From Our Database](#)
- [Additional General Provisions](#)
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 - [Changes in Our Privacy Policy](#)
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We have also included a variety of links in the body of our Privacy Policy to connect related provisions and further assist you in navigating and understanding the Privacy Policy. If after reading through the Privacy Policy you still have questions, please feel free to contact us by clicking on the following link: [contact us](#).

2. The Types Of Information You Potentially May Provide

This Privacy Policy only applies to information you provide to us online while visiting or using our Site. It does not apply to information we have obtained offline or through other traditional means. Information you may provide in visiting or using our Site falls into two broad categories: personally identifiable information, and aggregate information. "Personally Identifiable Information" is

information that can be used to identify or contact you, such as your name, phone number, email address or mailing address. “[Aggregate Information](#)” is information that does not identify you, and may include, for example, statistical information concerning the web pages on our Site that users most frequent. Our Privacy Policy governs both categories of information, as detailed below.

2.1. Information That Identifies You: Personally Identifiable Information

We allow you to decide whether you wish to provide us with [Personally Identifiable Information](#). Accordingly, we have structured our Web Site so that you may visit our Site, and review a range of information relating to our business and the 911 industry generally without revealing your identity or providing any Personally Identifiable Information.

One of our goals in creating this Web Site, however, is to enable our customers to contact us with customer support requests. Therefore, in order to submit any customer support requests, and in order to access certain other materials or information from our Site, we ask that you register and provide us with contact and other information, as provided below.

2.1.1. Registration Information

To submit customer support requests on our Site, and to obtain access to certain other materials or information from our Site, we ask that you become a registered user. Our registration forms and/or process will specify the information that you must provide in order to enjoy the particular feature, and the information that you may, at your option, choose to provide or withhold. Our obligations concerning, and permitted uses of, any [Personally Identifiable Information](#) that you provide during the registration process are set out [below](#).

As indicated above, you may use our Site without registering or submitting any information to us. In that case, the only information we collect from your visit will be [Aggregate Information](#) that does not personally identify you. Our obligations concerning, and permitted uses of, [Aggregate Information](#) also are set out [below](#).

2.1.2. Email And Other Direct Communications

From time to time, you may wish to request certain information from us or to provide us with comments and feedback concerning our Site generally. By communicating with us for these purposes, you may provide us with your email address and other Personally Identifiable Information. We will handle such information that you provide in this manner in accordance with our Privacy Policy for Personally Identifiable Information, set out [below](#).

2.1.3. Surveys and Questionnaires

If you choose to participate in any surveys or questionnaires that from time to time we may post on the Site, we may ask that, in addition to providing your responses, you also provide contact and other [Personally Identifiable Information](#). If we link or combine in any way your responses with your Personally Identifiable Information, we will treat the combined information as Personally Identifiable Information under our Privacy Policy, as provided [below](#). If we separate your responses from, and they are independent of any Personally Identifiable Information, such that a third party reviewing your responses would be unable to link the responses to you, the responses will be treated as [Aggregate Information](#) under our Privacy Policy, again as provided [below](#).

2.2. Information That Does Not Identify You: Aggregate Information

When you browse our Site, the choices you make may provide information concerning your interests and concerning the appeal and efficacy of associated Site features. For example, if you spend time browsing information on “GIS Maintenance”, this suggests that you may have an interest with our “Back Office” solutions generally. If a number of visitors spend time browsing information on “GIS Maintenance”, this may suggest that we have designed this portion of our Site effectively.

Information concerning our visitors’ activities at the Site – which pages they visit, and how long they view these pages, for example – is [Aggregate Information](#). This information does not identify a particular user, but does provide potentially useful data concerning our users’ preferences and the efficacy and interest of our Site’s features. The manner in which we collect [Aggregate Information](#) is set out below.

2.2.1. Cookies

We may collect [Aggregate Information](#) about your use of our Site through cookies and similar Internet technologies. “Cookies” are small text files that a web site can use to recognize repeat users, to facilitate the user’s ongoing access to and use of the site, and to compile aggregate data to improve the site and focus advertising. Cookies work as follows: a web site will send a cookie to your browser that uniquely associates your computer with information stored at the site. Your browser places the cookie in its cookies file. When you next access that site on your computer, the site recognizes the cookie, makes the stored information available, and adds new information based on the present visit.

Our cookies do not collect or retain your name or other Personally Identifying Information. In addition, no third parties are permitted to use cookies created at our Site for their own purposes.

We treat all information collected through cookies and similar Internet technologies as Aggregate Information; our obligations concerning, and permitted uses of, Aggregate Information are set out [below](#).

2.2.2. Disabling Cookies

You may choose not to allow us to collect information through cookies. If you wish, you can set your browser software to reject cookies, and most browsers provide instructions for disabling the cookies feature in their "Help" section. Because cookies can be used to provide certain functionality, if you disable your browser's cookies feature, it is possible that certain elements of our Site may be unavailable to you.

2.2.3. IP Addresses

A so-called "Internet Protocol" (IP) address is associated with your computer's connection to the Internet. We use your computer's IP address to maintain contact with you as you navigate through our Site. We also may use your computer's IP address to provide you with personalized content. Similar to cookies, your computer's IP address by itself does not identify you personally. We treat IP addresses, therefore, as Aggregate Information, as provided [below](#). If your IP address is combined by us with any Personally Identifiable Information, the combined information will be treated by us as Personally Identifiable Information, as set out [below](#).

2.2.4. Advertisers' Collection Of Information

With Internet technology, it is possible for advertisers, as well as site hosts, to collect information through the use of cookies and other technologies, such as so-called "clear GIF" files. We have no control over, and cannot necessarily protect against, the practices or policies of advertisers or other web site hosts using such technologies.

3. How We Use The Information You Provide

The following section describes how we use the information you provide, and details the specific obligations we undertake to preserve your privacy.

3.1. Use of Contact Information

We use [Personally Identifiable Information](#) you provide to us on our Site to respond to your comments, questions and requests for information, and for other purposes specific to our Site. From time to time, we also may use [Personally Identifiable Information](#) you give to us to provide you with information concerning newsletters, updates, and other materials related to the purposes of our Site. We also may use this information to inform you of changes to our Privacy Policy or Terms and Conditions of Use. You are free at any time to opt-out of receiving email and other information we may send to you by following the directions set out [below](#).

3.2. We Use Aggregate Information Only In Ways That Do Not Identify You

To measure our visitors' interest in and use of various areas of our Site, and for other purposes set out below, we collect [Aggregate Information](#) -- which is information that does not identify you. Aggregate Information obtained through [cookies](#), for example, allows us to monitor how many users are visiting our Site, and what areas of the Site present the most interest to our users. We are able then to use this information to improve the functionality and interest of Site. We also use Aggregate Information to prepare statistical and other summary analyses of our users' behavior and characteristics.

We may share Aggregate Information, and reports based on Aggregate Information, with third parties unrelated to the Site. Rest assured, however, that no such Aggregate Information that we provide to third parties will allow anyone to identify you or determine anything personal about you. For example, we might report to unrelated third parties (a) the number of users of our Site; (b) the materials our users review while at our Site; or (c) the fact that "X% of our users live on the East Coast." We may charge third parties for this information, and we may or may not limit the third parties' use of this information. We do not allow third parties to attempt to make Aggregate Information personally identifiable by, for example, seeking to combine it with other information.

3.3. Any Information Linked With Your Personal Information Is Treated As "Personally Identifiable Information"

To advance the goals of our Site, we may link (a) the Personally Identifiable Information you have provided; with (b) Aggregate Information concerning (for example) your interests and preferences, as collected through our [cookies](#). Linking this information will allow us to create information packages and services that are better tailored to your interests and preferences.

Among other effects, linking this information may allow us generally to improve and focus our Site. If we combine or link any information with your Personally Identifiable Information, the resulting combination will be treated as Personally Identifiable Information under this Privacy Policy.

4. How We Safeguard Information We Collect

We have put in place security systems designed to prevent unauthorized disclosure of information you provide to us. These systems are structured to deter and prevent hackers and others from accessing this information. Due to the nature of Internet communications and evolving technologies, however, we cannot provide, and disclaim, assurance that the information you provide us will remain free from loss, misuse or alteration by third parties who, despite our efforts, obtain unauthorized access.

5. How To Obtain Access to Information You Have Provided, And How To Remove Your Information From Our Database

We allow you at any time to update, correct or delete [Personally Identifiable Information](#) you have provided us. If you request, we will remove your name and other Personally Identifiable Information from our databases. Please understand, however, that it may be impossible to remove this information completely, due to backups and records of deletions. If you wish to remove your name and other Personally Identifiable Information from our database, please [contact us](#).

Because [Aggregate Information](#) does not personally identify our users, we do not provide our users with access to Aggregate Information, and users may not update, revise or delete any Aggregate Information.

6. Additional General Provisions

6.1. Privacy Protection for Children

Our Site is not directed at children, and we will not accept or request personal information from individuals we know to be under 13. If we learn that a child under 13 has provided us with Personally Identifiable Information, we will delete this information from our databases, in accordance with our deletion policy, set out [above](#).

6.2. Participation in Online Discussions

If we include a "chat" or "forum" feature to the Site, you may decide to participate in an online discussion. Please keep in mind that any information you provide while participating in an online chat or forum will be available to all participants. These participants, and their transferees, may use Personally Identifiable Information and other information you disclose in this manner, to contact you and for other purposes. Accordingly, if we choose to provide such features at the Site, we ask that you participate prudently, as this Privacy Policy will not cover the information you disclose in online discussions at our Site.

6.3. Links To Other Web Sites

To give you access to other information relating to the 911 industry, from time to time we may include on the Web Site certain links to other sites. We provide these links as a convenience, and we do not endorse the content or services offered by, or the privacy policies in place at, these other sites.

Our Privacy Policy covers only information we collect at the Site, and other sites to which we link may have privacy policies that differ considerably from our Privacy Policy. We have structured our Site to make it reasonably clear when you leave our Web Site and enter another web site. We encourage you to review the privacy policies of each site you visit through our links to ensure you are comfortable with these policies. We are not responsible for the conduct or policies of these third parties.

6.4. Court Orders, Subpoenas, And Other Required Disclosures

There are two exceptions to our Privacy Policy. First, we may disclose Personally Identifiable Information as may be required in legal proceedings or in response to a subpoena, court order or administrative order compelling disclosure. Second, in cases involving a threat of imminent harm to you or others, we may release such information to prevent or mitigate the threat. In any such case, we will seek to limit the scope of disclosure, and will disclose only such information as is reasonably required to fulfill the purpose of the disclosure.

6.5. Changes in Our Privacy Policy

From time to time we may revise our Privacy Policy. We will post these changes here, in our Privacy Policy. Your use of our Site following any such change constitutes your agreement to follow and be bound by the Privacy Policy, as changed.

6.6. Relationship to Term of Use

In addition to this Privacy Policy, your use of our Site is also subject to our [Terms and Conditions of Use](#) (our "[Terms of Use](#)"). The provisions of our Terms of Use are incorporated herein, including, without limitation, Sections 10 (Choice of Law and Jurisdiction), 12 (Assignment), 15 (Severability), 16 (Survival) and 17 (Complete Agreement).

7. Your Consent

By using our Web Site, you consent to our collection and use of information, in accordance with this Privacy Policy. If you do not agree with some or all of the terms of this Privacy Policy, please refrain from visiting our Site.

8. Contact Us

You may contact us, for any reason, by e-mail as follows: sales@md-911.com

You may contact us by mail as follows:

microDATA GIS, Inc.
1016 U.S. Route 5
St. Johnsbury, VT 05819

Last revised: June 26, 2008

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To assist you in using our web site (the "Web Site" or the "Site"), and to ensure a clear understanding of the relationship arising from your use of our Site, we have created a Privacy Policy and a set of Terms and Conditions of Use. Our [Privacy Policy](#) explains how we protect and treat contact and other information you provide to us through the Site, and our [Terms and Conditions of Use](#) govern your use of our Site generally. Please read our [Privacy Policy](#) and our [Terms and Conditions of Use](#) carefully – they impose legal obligations on you. By using or accessing our Site, you are acknowledging that you have read and understood these terms and agree to be legally bound by them.

Terms and Conditions of Use

PLEASE REVIEW THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS SITE.

These Terms and Conditions of Use ("Terms and Conditions") constitute the contractual agreement between you and microDATA regarding your use of our Site and any activities or transactions you may conduct through the Site. In these Terms and Conditions, the words "you" and "your" refer to any person accessing the Site, and the words "we," "us," and "our" refer to microDATA.

By using our Site, you agree to these Terms and Conditions. In addition, if you become a registered user, the first time you access the restricted portions of the Site you will be prompted to click an "I Agree" button, which further confirms your agreement with these Terms and Conditions.

1. Overview

We have organized the elements of our Terms and Conditions in sections. To access a particular topic, please click on the link below.

- [Registration for Certain Users](#)
- [Ownership Of Site Contents](#)
- [Downloading and Use of Site Contents](#)
- [User Comments and Submissions](#)
- [Prohibited Uses](#)
- [Links To Other Web Sites And Services](#)
- [Disclaimer of Warranties](#)
- [Limitation of Liability](#)
- [Choice of Law and Jurisdiction](#)
- [Modifications](#)
- [Assignment](#)
- [Indemnities](#)
- [Access Privileges](#)
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- [Survival](#)
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- [Your Consent](#)
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We have also included a variety of links in the body of our Terms and Conditions to connect related provisions and further assist you in navigating and understanding the Terms and Conditions. If after reading through these Terms and Conditions you still have questions, please feel free to contact us by clicking on the following link: [contact us](#).

2. Registration for Certain Users

While you can visit our Site and review a range of information relating to our business and the 911 industry generally without registering, to submit customer support requests on our Site, and to obtain access to certain other materials or information from our Site, we ask that you become a registered user. Our registration forms and/or process may be conducted on- or off-line and will specify the information that you must provide in order to enjoy the particular feature, and the information that you may, at your option, choose to provide or withhold. In connection with becoming a registered user of our Site, you agree to provide us with accurate, complete, and updated information required by the registration forms and/or process ("Registration Data"), including, without limitation, your legal name, address, telephone number(s) and such other information that may be required. You agree to notify us within fourteen (14) days of any changes in your Registration Data. Failure to comply with this provision may result in immediate suspension or termination of your right to use the Site. Information provided to us by you in connection with registering at our Site will be protected by us in accordance with the terms of our [Privacy Policy](#).

When you become a registered user of our Site, you will be given a “user name” and a “password,” providing you access to associated services and materials. When you re-visit our Site, this user name and password will provide this same access to you. If you become a registered user of our Site, you agree not to disclose your user name and password to any third party. If at any time you believe that your user name and/or password has been revealed to any other party or otherwise compromised, you agree to immediately notify us so that your user name and password can be changed. You agree to be responsible for, and to release, indemnify and hold microDATA, and its officers, directors, employees, agents, licensors, and suppliers, harmless from, any unauthorized use of your user name and/or password.

3. Ownership Of Site Contents

Unless otherwise noted, all text, images, illustrations, designs, icons, photographs, video clips, sound clips, and other materials that are part of this Site (collectively, the “[Contents](#)”), are copyrighted works, trademarks, trade dress or other intellectual properties owned, controlled or licensed by microDATA (or used in accordance with “fair use” principles). The Site as a whole is protected by copyright and trade dress, all worldwide right, title and interest in and to which is owned by microDATA.

Trade names and trademarks present on the Site either are owned by microDATA, appear with the permission of their respective owners or appear under principles of “fair use.” Unless otherwise noted, by using a third party’s trademark or trade name on this Site, microDATA does not intend to suggest any affiliation with or endorsement of such third party or its products or services, and microDATA hereby expressly disclaims any such affiliation or endorsement.

4. Downloading and Use of Site Contents

The Contents of our Site, and the Site as a whole, are intended strictly for personal, noncommercial use by the users of our Site (collectively, “[Permitted Uses](#)”). You may download and copy the [Contents](#) displayed on the Site solely for such Permitted Uses, and provided that you do not remove any copyright or other proprietary notices contained on the materials. No right, title or interest in any downloaded Content or any related software is transferred to you as a result of any such downloading or copying. You may not reproduce (except as provided above), modify, publish, distribute, sell or exploit in any way, in whole or in part, any of the Contents, the Site or any related software. Use of the Content or any related software that is not expressly permitted by these Terms and Conditions constitutes a breach of these Terms and Conditions, and may also constitute a violation of copyright, trademark and other law.

5. User Comments and Submissions

All comments, feedback, postcards, suggestions, ideas, information, photographs, video clips, sound clips and other submissions disclosed, submitted or offered to us in connection with your use of this Site (collectively, “[Comments](#)”) shall be the property of microDATA. You agree that, as long as we comply with our [Privacy Policy](#), we may use or disclose Comments in any manner. Without limiting the foregoing, you acknowledge and agree that any Comments you provide may be accessible by the public in general and/or other registered users through use of the Site. Moreover, we shall be free to use, without restriction and without compensation to you, any ideas, concepts, know-how, suggestions or techniques contained in any Comments you send to the Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products or services using such information.

microDATA does not endorse, sanction or verify, and specifically disclaims responsibility and liability for, any user Comments. Unless otherwise set forth in a separate written agreement between you and microDATA, microDATA has no obligation to respond to any Comments, and we reserve the right, but undertake no duty, to review, edit, move or delete, in our sole discretion and without notice, any material posted by users that we may include on the Site. You represent, warrant and agree (i) that you are authorized to submit the Comments you provide to us; and (ii) that all Comments submitted by you to the Site do not and will not violate any rights of any third party, including, without limitation, copyright, trademark, privacy or other personal or proprietary right(s). You agree to keep a copy of any Comments you provide, as microDATA shall have no obligation to return any Comments to you.

Without limiting any of the foregoing, you furthermore agree that microDATA may use or disclose information about you and your use of the Site in accordance with our [Privacy Policy](#). With respect to any information relating to other users of the Site to which you may be permitted access through the Site, you agree that you may use such information only in connection with activities related to the purpose of the Site, which activities, without limitation, shall not include (i) the sending of unsolicited communications of a commercial nature; (ii) the sending of any other communications after receiving notification that the recipient no longer wishes to receive communications from you; or (iii) the sale or rental of such personal information to any other parties.

6. Prohibited Uses

In addition to other prohibited uses specified in these Terms and Conditions, you are expressly prohibited from using our Site to post or transmit any advertising, “spam,” threatening, defamatory, profane, obscene, scandalous or inflammatory material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability or otherwise violate any law. microDATA disclaims all responsibility or liability arising from the content of any such postings, and assumes no responsibility for any error, omission, defamation, falsehood, profanity, obscenity or threat contained in any information

posted on the Site or transmitted through the Site. As provided in our [Privacy Policy](#), microDATA will comply with court orders directing microDATA to disclose the identity of users posting such information or materials or otherwise directing compliance by microDATA.

You agree to refrain from undertaking any activity that imposes an unreasonable or disproportionate load on the Site. In addition, you may not use any hardware, software or routines, including but not limited to any viruses, "bots," or other devices intended to interrupt or harm the workings of the Site, and you agree to refrain from any attempt to intercept, access or monitor any system, data or information on or in transit to or from the Site.

7. Links To Other Web Sites And Services

microDATA does not control the availability or content of any outside web sites, services or resources to which this Site may link. Concerns regarding any such service, resource or link should be directed to the particular outside service or resource. microDATA does not necessarily endorse, sanction or verify sites to which our Site links, and we provide these links merely for our users' convenience. Access to other sites linked to this Web Site is at your own risk, and we disclaim all liability with regard to your access to such linked web sites.

In addition, we do not necessarily endorse, sanction or verify sites that link to this Site, even if any logo or mark of microDATA¹ is used as part of the link to this Site.

8. Disclaimer of Warranties

While we use reasonable efforts to include and to pass on to others associated with this Site accurate and up-to-date information, we make no warranties or representations as to such information. MICRODATA SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES IN THE CONTENT ON THE SITE OR INFORMATION FLOWING THROUGH THE SITE. THE SITE AND ALL CONTENTS OF THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE, ACCURACY, COMPLETENESS, CURRENCY, NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK, AND YOU AGREE TO VERIFY ANY INFORMATION BEFORE RELYING UPON IT. YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE IN CONNECTION WITH YOUR USE OF OUR SITE. YOU ACKNOWLEDGE THAT DOCUMENTS POSTED TO AND CONTENT AVAILABLE AT THE SITE MAY CONTAIN COMPUTER VIRUSES. SHOULD YOU DOWNLOAD ANY SUCH MATERIALS FROM THE SITE, IT IS YOUR RESPONSIBILITY TO PERFORM ANY SCANNING OR OTHER ANTI-VIRUS PRECAUTIONS AS YOU DEEM NECESSARY. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE CAUSED BY ANY MATERIALS DOWNLOADED FROM THE SITE.

Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusion may not apply to you. Check your local laws for any restrictions or limitations regarding the exclusion of implied warranties.

9. Limitation of Liability

NEITHER MICRODATA NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF YOUR, OR ANY OTHER PARTY'S, ACCESS TO OR USE OF THE SITE. IN ADDITION, WE SHALL HAVE NO LIABILITY FOR:

- ANY LOSS OR FAILURE TO PERFORM OUR OBLIGATIONS DUE TO ACTS OF GOD, TELECOMMUNICATIONS FAILURE OR CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL;
- ANY ERRORS, OMISSIONS, INACCURACIES, DELAYS OR INTERRUPTIONS IN RESPECT OF THE CONTENT OR OUR SERVICES; OR
- ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN IN RELIANCE UPON THE SITE CONTENT OR OUR SERVICES.

10. Choice of Law and Jurisdiction

This Site is controlled and operated by microDATA from its location in St. Johnsbury, Vermont. These Terms of Use, and our Privacy Policy, shall be construed in accordance with the laws of the State of Vermont, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state or federal courts sitting in the State of Vermont.

microDATA makes no representation that the information in the Site is appropriate or available for use in locations outside the United States, and access to this Web Site from locations where the provision of such information may be illegal is prohibited.

Users who determine to access this Web Site from such locations do so on their own initiative and are responsible for compliance with all applicable local laws.

11. Modifications

We may make improvements or other changes to the Site, or to the information and services offered at the Site, without notice to you. We may add, delete, move or modify some or all of the Site at any time. We may make such changes for any reason, including, without limitation, changes to due to the circumstance (a) that an agreement with a third party cannot be maintained on terms reasonably acceptable to us; or (b) that the Site or its components become illegal or contrary to law or relevant regulation.

In addition, we may from time to time change these Terms and Conditions governing your use of our Site. We will post these changes here, in our Terms and Conditions. Your use of our Site following any such change constitutes your agreement to follow and be bound by the Terms and Conditions, as changed.

12. Assignment

microDATA may wish at some point to assign or transfer its rights in this Web Site to a third party. You agree that microDATA may transfer or assign to a third party all of its rights and obligations with respect to you, including any rights and obligations with respect to your [Personally Identifiable Information](#), on the condition that such third party agree to abide by microDATA's then-applicable [Privacy Policy](#).

13. Indemnities

You agree to indemnify microDATA, and its officers, directors, employees, agents, licensors, and suppliers against any loss, damage, costs or expenses arising out of or in connection with your use of the Site or any [Content](#) and any claim by a third party against us as a result of any breach by you of these Terms and Conditions, including any misuse of the Content.

14. Access Privileges

microDATA may discontinue, change or restrict your use of this Web Site for any reason without notice. Moreover, we reserve the sole and absolute discretion and right to deny, revoke or otherwise restrict the access privileges of any user that at any time fails to comply with these Terms and Conditions, including the right to block access from a particular Internet address to the Web Site.

15. Severability

If any provision of these Terms and Conditions or our Privacy Policy is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions or the Privacy Policy, which shall remain in full force and effect. No waiver of any provision of these Terms and Conditions or the Privacy Policy shall be deemed a further or continuing waiver of such provision.

16. Survival

Without limiting any other provisions of these Terms and Conditions or the Privacy Policy, (a) your indemnification obligations under Section 2 (Registration for Certain Users), 3 (Ownership of Site Contents), 5 (User Comments and Submissions), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Choice of Law and Jurisdiction), 12 (Assignment), 13 (Indemnities), 15 (Severability) and 17 (Complete Agreement) of these Terms of Use; and (b) Section 6.6 (Relationship to Terms of Use) of the Privacy Policy, shall survive any termination of these Terms of Use and/or the Privacy Policy.

17. Complete Agreement

In addition to these Terms and Conditions, your use of our Site is also subject to our [Privacy Policy](#). Together with our Privacy Policy, these Terms and Conditions constitute the entire agreement between you and microDATA with respect to use of the Site and supercede any and all prior representations and agreements, oral or written, relating to the subject matter hereof.

18. Your Consent

By using our Web Site, you agree to comply with, and be bound by these Terms and Conditions. If you do not agree with some or all of these Terms and Conditions, please refrain from visiting our Site.

19. Contact Us

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You may contact us by mail as follows:

microDATA GIS, Inc.
1016 U.S. Route 5
St. Johnsbury, VT 05819

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