

Mapbox Location Agent Terms of Use

(Private Preview)

Thanks for checking out our private preview version of our web-based Location Agent!

Before you begin exploring the many exciting features of our Location Agent, please read the following Terms of Use and the Mapbox Privacy Policies available at <https://www.mapbox.com/legal/privacy> (collectively, these “**Terms**”). These Terms govern your use of our web-based Location Agent (the “**Location Agent**”); any information, data, materials, or other content obtained or derived from Location Agent (“**Content**”); and any updates to the foregoing (collectively, the “**Service**”). By using or accessing the Service, you agree to and will comply with these Terms (which we may update from time to time), so please read carefully. If you are accessing or using the Service on behalf of a company, organization, or other legal entity (an “**Organizational Entity**”), you represent and warrant that you have the authority to bind that entity to these Terms. In that case, “you” and “your” will refer to both that entity and yourself. **If you do not agree to these Terms, do not use the Service!**

1. **Beta Product.** The Service is an unreleased and experimental beta product. The Service may include bugs, errors, and unexpected behaviors and may otherwise be “feature incomplete” and not available in all areas or at all times. If we decide to make the Service generally available in a commercial release, the commercial version may be substantially different from the current version of the Service, and we may require you to agree to different terms of use before you can use the commercial version. Because we are constantly evolving the Service, we may add, remove, or change features and even discontinue the Service at any time at our sole discretion.
2. **Users of the Service.** You must be at least 18 years old to use the Service. If you have an account with Mapbox, you may use your Mapbox token to login and access the Location Agent. If you do not have a Mapbox account, you may register for a free account at Mapbox.com. Please carefully guard the security of your account. You are responsible for all use of the Service under your account, whether or not authorized. You must immediately notify us of any unauthorized use of your account(s) or any other breach of security known to you. At our discretion, we may make limited exceptions to this policy for unauthorized use of your account if you notify us of the problem promptly.
3. **Permitted Use.** Subject to your continuing compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license and right: (a) to access the Location Agent on your personal devices that you own or control (e.g., computer, mobile smart phones or tablets) and (b) to use the Service, as permitted by these Terms, for internal evaluation purposes only if you use the Service on behalf of an Organizational Entity (the “**Purpose**”).
4. **Limitations.** Except as otherwise expressly permitted under these Terms or prohibited by applicable law, you may not (and may not allow anyone acting on your behalf to):
 - 4.1 redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer the Service or any rights thereto;
 - 4.2 make the functionality of the Service available to multiple users through any means;
 - 4.3 copy, modify, store, download, or retain Content obtained or derived from the Service, except to the extent we have enabled such activity in the Location Agent;
 - 4.4 trace or otherwise derive or extract screenshots, content, data and/or information from the Service;
 - 4.5 modify, create derivative works from, engage in model extraction or stealing attacks, disassemble, decompile or otherwise reverse engineer or attempt to derive any source code or underlying structure, ideas or algorithms from the Service;
 - 4.6 use an automated process to query the Service (in contrast to human-initiated queries and human application interactions), including scraping or bulk downloads;
 - 4.7 access the Content except through the Location Agent;
 - 4.8 modify, obscure, or delete any product identification, proprietary rights, or other notices included in or with the Service;

- 4.9 interfere with, disrupt, probe for vulnerabilities, or attempt to gain unauthorized access to any of Mapbox's or our providers' accounts, products, services, or computer networks;
- 4.10 improperly manipulate or introduce intentionally false or misleading information into the Content through any means (e.g., through our "Improve This Map" feature);
- 4.11 transmit to or provide to Mapbox any information that is subject to specific government regulation, including, without limitation, Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act, as amended), financial information (as regulated by the U.S. Financial Services Modernization Act, as amended), consumer reports and consumer-reporting information (as regulated by the U.S. Fair Credit Reporting Act, as amended);
- 4.12 collect, transmit, or store any personally identifiable information from the Service from other users of the Service without their express permission; or
- 4.13 use the Service or any portion of the Service:
- to create, develop, test, derive, validate, or enhance a database, product, service, or a derivative of the Service (or a portion of the Service) that is similar to or competes with Mapbox's products and services;
 - to test, validate or benchmark against any other product, service or dataset;
 - to generate malicious software or code (e.g., malware);
 - to disseminate or create material that is abusive, hateful, violent, obscene, pornographic, features self-harm, defamatory, harassing, grossly offensive, vulgar, threatening, or malicious, or that glorifies or promotes any of the foregoing;
 - to violate any applicable laws, regulations, or rules (including any export control laws);
 - in any way that exploits or harms children;
 - in any way that has a high risk of creating economic harm (e.g., gambling, multi-level marketing);
 - in any way that involves political campaigning or lobbying;
 - in any way that violates a natural person's privacy or the privacy terms contained within these Terms;
 - in connection with fraudulent or deceptive activities (e.g., scams, disinformation, spam, etc.);
 - to seek or provide legal, medical, or financial advice;
 - in connection with adult content or erotic materials;
 - to aid or implement practices that violate or are intended to violate basic human rights or civil liberties (for clarity, you shall not use the Service to assist in the creation of databases of identifying information for any government to abrogate any human rights, civil rights, or civil liberties of individuals on the basis of race, gender, gender expression or gender identity, sexual orientation, religion, age, national origin or based on any protected classification under applicable laws);
 - in violation of the copyright, trademark, patent, trade secret, or other intellectual property or proprietary rights of any person (including Mapbox);
 - in, or in connection with, any printed or video media;
 - in any manner that could reasonably be expected to damage, disable, overburden, or impair Mapbox's products and services or interfere with any other party's use and enjoyment of Mapbox's products and services ("**Interfering Use**"), and you agree to promptly cease any Interfering Use upon Mapbox's notice thereof.

5. **Mapbox's Enforcement Rights.** Mapbox is not obligated to monitor access to or use of the Service or to review or edit any accounts or content. However, we have the right to do so for the purpose of operating the Service, to ensure compliance with these Terms, and to comply with applicable law or other legal requirements. If you breach any of these Terms, we may immediately, without notice, cancel or suspend your account and/or your access to the Service, and the limited license granted to you hereunder automatically terminates, without notice to you. We also reserve the right, but are not obligated, to remove, suspend or disable access to any account or content (including content you submit through the Service) at any time and without notice, including, but not limited to, if we, at our sole discretion, consider it objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.
6. **Updates and Corrections.** You agree that we may freely exploit and make available any and all feedback, suggestions, ideas, enhancement requests, recommendations or other information you provide to us relating to the Service, for example, relating to updates or corrections to the Content.
7. **Safety.** You are solely responsible for your use of the Service that relates to physical movement. INFORMATION PROVIDED BY THE SERVICE MAY DIFFER FROM ACTUAL CONDITIONS, MAY INCLUDE ERRORS OR OMISSIONS, AND MAY NOT BE SUITABLE FOR USE IN ALL SITUATIONS. YOU MUST EXERCISE YOUR OWN INDEPENDENT JUDGMENT WHEN USING THE SERVICE TO ENSURE YOUR AND OTHERS' SAFETY.
8. **Our Content and Third-Party Content.** All Content displayed through the Service or accessible through the Service, including text, images, maps, or software, are the property of Mapbox and/or third parties and are protected by United States and international intellectual property laws. Logos and product names appearing on or in connection with the Service are proprietary to Mapbox or our licensors. You may not remove any proprietary notices or product identification labels from the Service.
9. **Your Data and Privacy.** Your use of the Service is subject to Mapbox's [Privacy Policy](#), which is incorporated into these Terms and, among other things, describes how Mapbox collects, uses, and discloses information that you provide to Mapbox or that Mapbox collects through your use of the Service. Notwithstanding anything herein to the contrary, you agree that Mapbox may periodically collect and use technical data and related information, including but not limited to information about your device, system, device peripherals, and Location Agent software. This data may include transcriptions of your typed inputs and usage-related data. By using the Service, you are giving and making all necessary consents, permissions and licenses to allow processing, transmission, collection, management, access, review, display, use, storage, disclosure and deletion of data collected from you or generated through your use of the Service (including Your Inputs and any corresponding Outputs, both as defined below) for us to provide the Service, improve the Service and our other products and services, and use, collect, and share information received from you as described in these Terms.
10. **Location Agent and AI Features.**
 - 10.1 The Service includes an experimental, personal location agent that is powered by artificial intelligence systems that responds with geospatial representations, related addresses, and other data ("**Outputs**") (which are also Content) to your written text inputs that you submit through the Service ("**Your Inputs**"), such as your questions. LOCATION AGENT IS INTENDED FOR ENTERTAINMENT PURPOSES ONLY AND YOUR USE ON OR RELIANCE ON THE SERVICES IS SOLELY AT YOUR OWN RISK.
 - 10.2 By using the Service and providing Your Inputs, you grant Mapbox and our affiliates and third-party partners, at no cost, a nonexclusive, transferable, sublicensable, worldwide, perpetual, irrevocable, royalty-free license to freely exploit (i) all Your Inputs, (ii) associated information and data we collect along with Your Inputs to provide you with Outputs, and (iii) Outputs for the purposes described in these Terms (including, but not limited to, Section 9).
 - 10.3 Your Inputs and your use of the Services and Outputs must comply with these Terms. You may only use Outputs for the Purpose. Serious or repeated violations of these Terms may result in our suspension or termination of your access and use of the Service. We have no obligation to respond to, use, or retain Your Inputs.

- 10.4** You represent and warrant that you own or otherwise control all the rights to Your Inputs as described in these Terms including, without limitation, all the rights necessary for you to provide, post, upload, input or submit Your Inputs through the Service.
- 10.5** Outputs may not be unique to you or Your Inputs and may be similar to or the same as Outputs we provide to other users of the Service. We do not make any representations or warranties about Outputs. You should not rely on or substitute your own judgment in favor of Outputs. Your use of Outputs is solely at your own risk.
- 11. Changes to services or terms.** We may modify these Terms and other terms related to your use of the Service (like our privacy policy) from time to time in our sole discretion, by posting the changed terms at <https://www.mapbox.com/legal/> or in the Location Agent. It's important that you review the revisions to these Terms whenever we update them or you use the Service. All changes will be effective immediately upon posting unless the changes specify a later date. Changes will not apply retroactively. Please check these Terms periodically for changes as your continued use of the Service after new terms become effective constitutes your binding acceptance of the new terms. We may update, revise, deprecate, suspend, or discontinue all or any part of the Service, at any time and without notice, at our sole discretion. Mapbox will not be liable to you for exercising any of its rights.
- 12. Termination.**
- 12.1** By Mapbox. We may suspend or terminate your access to and use of the Service, at our sole discretion, at any time and without notice to you.
- 12.2** By You. You may stop use of the Service at any time. You may terminate your Mapbox account at any time by contacting us at support@mapbox.com and requesting termination of your Mapbox account.
- 12.3** Effect of Termination. Upon termination of the limited license for any reason, you agree to immediately destroy any Content received from the Service. You may not have access to data that you may have stored through the Service. You are responsible for backing up any of your own data that you use with the Service (e.g., Your Inputs). Upon any termination, suspension, discontinuation, or cancellation of the Service, these Terms or your accounts, the following Sections will survive: 1, 2, 4-10, and 12-18.
- 13. Indemnification.** You agree to indemnify and hold harmless Mapbox and its subsidiaries, affiliates, officers, agents, partners, and employees from any claim or demand, including reasonable attorneys' fees, arising out of: (i) your use of the Service; (ii) your violation of these Terms or any terms associated with an application store/marketplace through which you acquire or use the Service; or (iii) anything you submit, post to, extracts from, or transmit through the Service, including your Inputs.
- 14. Disclaimers**
- 14.1** "As is," "as available" and "with all faults." The Service is experimental, in preview, and intended for entertainment purposes only. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ITS SOFTWARE, CONTENT, MAPS, AND RELATED PRODUCTS AND SERVICES, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WHERE AVAILABLE," "WITH ALL FAULTS" BASIS.
- 14.2** No warranties. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, MAPBOX DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OF SATISFACTORY QUALITY, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM MAPBOX OR THROUGH THE SERVICE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

- 14.3** Service operation. MAPBOX DOES NOT WARRANT THAT THE SERVICE, INCLUDING ANY SOFTWARE, PRODUCTS, SERVICES, MAPS, OR CONTENT OFFERED ON OR THROUGH THE SERVICE, OR ANY THIRD-PARTY SERVICES UTILIZED BY THE SERVICE WILL BE UNINTERRUPTED, ACCURATE, RELIABLE, CORRECT, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- 14.4** Non-Mapbox Content. WHEN USING THE SERVICE YOU MAY BE EXPOSED TO USER SUBMISSIONS, OTHER THIRD PARTY CONTENT, AND OUTPUTS THAT ARE PROCEDURALLY GENERATED BY OUR SERVICE PROVIDERS BASED ON YOUR INPUTS (“**NON-MAPBOX CONTENT**”), AND SOME OF THIS NON-MAPBOX CONTENT MAY BE INACCURATE, OFFENSIVE, INDECENT, OR OTHERWISE OBJECTIONABLE. WE DO NOT ENDORSE ANY NON-MAPBOX CONTENT. UNDER NO CIRCUMSTANCES WILL MAPBOX BE LIABLE FOR OR IN CONNECTION WITH THE NON-MAPBOX CONTENT, INCLUDING FOR ANY INACCURACIES, ERRORS, OR OMISSIONS IN ANY NON-MAPBOX CONTENT, ANY INTELLECTUAL PROPERTY INFRINGEMENT WITH REGARD TO ANY NON-MAPBOX CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-MAPBOX CONTENT.
- 14.5** Harm to your computer. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT THROUGH THE SERVICE OR ANY THIRD PARTY SITES REFERRED TO ON OR BY THE SERVICE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.
- 14.6** Jurisdiction. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.
- 14.7** Consumer Exceptions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- 15.** Limitation of liability
- 15.1** Limitation of liability. TO THE EXTENT NOT PROHIBITED BY LAW: UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING NEGLIGENCE, SHALL MAPBOX OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SERVICE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD PARTY SERVICES USED OR ACCESSED IN CONNECTION WITH THE SERVICE, EVEN IF MAPBOX OR A MAPBOX AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU

- 15.2** Limitation of damages. IN NO EVENT SHALL THE TOTAL LIABILITY OF MAPBOX OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS, THE SERVICE, OR YOUR USE OF THE SERVICE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED ONE DOLLAR (\$1 USD). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- 15.3** Claim period. YOU AND MAPBOX AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF THESE TERMS OR RELATED TO MAPBOX MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.
- 16. Links to Third Party Websites or Resources.** The Service may allow you to access third-party websites or other resources. We provide access only as a convenience and are not responsible for the content, products or services on or available from those resources or links displayed on such websites. You acknowledge sole responsibility for and assume all risk arising from your use of any third-party resources.
- 17. Additional terms**
- 17.1** You may not encourage others to violate these Terms.
- 17.2** You may not use or otherwise export or re-export the Service except as authorized by United States law and the laws of the jurisdiction in which the Service was obtained. In particular, but without limitation, the Service may not be exported or re-exported (a) into any U.S.-embargoed countries or (b) to anyone on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Service, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons.
- 17.3** You may not assign or transfer these Terms, by operation of law or otherwise, without Mapbox's prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null. Mapbox may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and enure to the benefit of the parties, their successors and permitted assigns.
- 17.4** These Terms are governed by and construed in accordance with the laws of California, without giving effect to any principles of conflicts of law. Any action arising out of or relating to these Terms must be filed in the state or federal courts for San Francisco County, California, USA, and you hereby consent and submit to the exclusive personal jurisdiction and venue of these courts for the purposes of litigating any such action.
- 17.5** A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Mapbox to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Mapbox reserves all rights not expressly granted to you.
- 17.6** If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. Headings are for convenience only and have no legal or contractual effect.
- 17.7** You agree that no joint venture, partnership, employment, or agency relationship exists between you and Mapbox as a result of these Terms or your use of the Service. You further acknowledge no confidential, fiduciary, contractually implied, or other relationship is created between you and Mapbox other than pursuant to these Terms.

- 17.8** Reservation of Rights. Mapbox and its suppliers and service providers exclusively own all right, title and interest in and to the Service, including all associated intellectual property rights. You acknowledge that the Service is protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service.
- 17.9** Entire Agreement. These Terms constitute the entire and exclusive understanding and agreement between Mapbox and you regarding the Service, and these Terms supersede and replace all prior oral or written understandings or agreements between Mapbox and you regarding the Service. If any provision of these Terms is held invalid or unenforceable by an arbitrator or a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the other provisions of these Terms will remain in full force and effect.
- 17.10** Notices. Any notices or other communications provided by Mapbox under these Terms will be given: (i) via posting to the Mapbox website; or (ii) by posting to the Service. The effective date shall be the date of posting.
- 17.11** Open Source. The Service may contain or operate with software, services or other technology licensed by Mapbox or available under an open source software or open data license (each, an **“Open License”**). To the extent required by the applicable Open License (i) Mapbox makes available in the applicable documentation or through the Service a list of software or data under such Open License, (ii) the Open License applies to your use of such software or data, and (iii) these Terms do not prevent or restrict you from exercising additional or different rights to such software or data.
- 17.12** Waiver of Rights. Mapbox’s failure to enforce any right or provision of these Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Mapbox. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise.