

LineReference Terms of Use
Terms of Use
Effective: January 1, 2024

These Terms of Use apply to your use of Line Reference services for individuals, along with any associated software applications and websites (all together, “Services”). These Terms form an agreement between you and Line Reference, and they include our Service Terms and important provisions for resolving disputes through arbitration. By using our Services, you agree to these Terms.

In addition to these Terms of Use, by using our Services you also agree to our End-User License Agreement (“EULA”) which applies to the use of all viewed, downloaded, or transmitted Line Reference data. The EULA can be found at [LineReference.com](https://linereference.com).

Our Privacy Policy explains how we collect and use personal information. Although it does not form part of these Terms, it is an important document that you should read.

Who we are

Line Reference provides a comprehensive mapping solution to analyze utility transmission and node information across the US. For more information about Line Reference, please visit <https://linereference.com/about>.

Registration and Access

Registration. You must provide accurate and complete information to register for an account to use our Services. You may not share your account credentials or make your account available to anyone else and are responsible for all activities that occur under your account. If you create an account or use the Services on behalf of another person or entity, you must have the authority to accept these Terms on their behalf.

Using Our Services

What You Can Do. Subject to your compliance with these Terms, you may access and use our Services. In using our Services, you must comply with all applicable laws and any other documentation, guidelines, or policies we make available to you.

What You Cannot Do. You may not use our Services for any illegal, harmful, or abusive activity. For example, you may not:

- Use our Services in a way that infringes, misappropriates or violates anyone’s rights.
- Modify, copy, lease, sell or distribute any of our Services.
- Attempt to or assist anyone to reverse engineer, decompile or discover the source code or underlying components of our Services (except to the extent this restriction is prohibited by applicable law).
- Automatically or programmatically extract data.
- Interfere with or disrupt our Services including bypass any protective measures or security mitigations we put on our Services.

- Use our Services to develop applications that compete with Line Reference.

Third Party Services. Our services may include third party software, products, or services, (“Third Party Services”) and some parts of our Services, like our mapping feature, may include output from those services (“Third Party Output”). Third Party Services and Third Party Output are subject to their own terms, and we are not responsible for them.

Feedback. We appreciate your feedback, and you agree that we may use it without restriction or compensation to you.

Content

Accuracy. We are constantly working to improve our Services to make them more accurate and reliable. Given the nature of company merger, acquisition, asset purchase and disposal, and construction and decommissioning of infrastructure, use of our Services may, in some situations, result in data that does not accurately reflect the most current information.

When you use our Services you understand and agree:

- Data may not always be accurate. You should not rely on data from our Services as a sole source of information.
- You must evaluate data for accuracy before using or sharing data from the Services.

Our IP Rights

We and our affiliates own all rights, title, and interest in and to the Services. You may only use our name and logo with written permission.

Paid Accounts

Billing. If you purchase any Services, you will provide complete and accurate billing information, including a valid payment method. For paid subscriptions, we will automatically charge your payment method on each agreed-upon periodic renewal until you cancel. You’re responsible for all applicable taxes, and we’ll charge tax when required. If your payment cannot be completed, we may suspend your access to our Services until payment is received.

Cancellation. You can cancel your paid subscription at any time. Payments are non-refundable, except where required by law. These Terms do not override any mandatory local laws regarding your cancellation rights.

Changes. We may change our prices from time to time. If we increase our subscription prices, we will give you at least 30 days’ notice and any price increase will take effect on your next renewal so that you can cancel if you do not agree to the price increase.

Termination and Suspension

Termination. You are free to stop using our Services at any time. We reserve the right to suspend or terminate your access to our Services or delete your account for any reason including, but not limited to:

- You breached these Terms.

- We must do so to comply with the law.
- Your use of our Services could cause risk or harm to Line Reference, our users, or anyone else.

We also may terminate your account if it has been inactive for over a year and you do not have a paid account. If we do, we will provide you with advance notice.

Discontinuation of Services

We may decide to discontinue our Services, but if we do, we will give you advance notice and a refund for any unused Services.

Disclaimer of Warranties

OUR SERVICES AND DATA ARE PROVIDED "AS IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO WARRANTIES (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SERVICES, AND DISCLAIM ALL WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR TRADE USAGE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ACCURATE OR ERROR FREE, OR THAT ANY CONTENT WILL BE SECURE OR NOT LOST OR ALTERED.

YOU ACCEPT AND AGREE THAT ANY USE OF DATA FROM OUR SERVICE IS AT YOUR SOLE RISK AND YOU WILL NOT RELY ON ITS OUTPUT AS A SOLE SOURCE OF INFORMATION.

Limitation of Liability

WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, OR DATA OR OTHER LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR AGGREGATE LIABILITY UNDER THESE TERMS WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID FOR THE SERVICE THAT GAVE RISE TO THE CLAIM DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE OR TWO HUNDRED DOLLARS (\$200). THE LIMITATIONS IN THIS SECTION APPLY ONLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Some countries and states do not allow the disclaimer of certain warranties or the limitation of certain damages, so some or all of the terms above may not apply to you, and you may have additional rights. In that case, these Terms only limit our responsibilities to the maximum extent permissible in your country of residence.

Indemnity

If you are a business or organization, to the extent permitted by law, you will indemnify and hold harmless us and our personnel, from and against any costs, losses, liabilities, and expenses (including attorneys' fees) from third party claims arising out of or relating to your use of the Services and Content or any violation of these Terms.

Dispute Resolution

YOU AND LINEREFERENCE AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

MANDATORY ARBITRATION. You and Line Reference agree to resolve any claims arising out of or relating to these Terms or our Services, regardless of when the claim arose, even if it was before these Terms existed (a “Dispute”), through final and binding arbitration. You thus give up your right to go to court to assert or defend your rights. You also give up your right to participate in or bring class actions. Your rights will be determined by a neutral arbitrator and not a judge or jury.

Informal Dispute Resolution. We would like to understand and try to address your concerns prior to formal legal action. Before either of us files a claim against the other, we both agree to try to resolve the Dispute informally. You agree to do so by sending us written notice. We will do so by sending you notice to the email address associated with your account. If we are unable to resolve a Dispute within 60 days, either of us has the right to initiate arbitration. Any statute of limitations will be tolled during this informal resolution process.

General Terms

Assignment. You may not assign or transfer any rights or obligations under these Terms and any attempt to do so will be void. We may assign our rights or obligations under these Terms to any affiliate, subsidiary, or successor in interest of any business associated with our Services.

Changes to These Terms or Our Services. We are continuously working to develop and improve our Services. We may update these Terms or our Services accordingly from time to time. For example, we may make changes to these Terms or the Services due to:

- Changes to the law or regulatory requirements.
- Security or safety reasons.
- Circumstances beyond our reasonable control.
- Changes we make in the usual course of developing our Services.
- To adapt to new technologies.

We will give you at least 30 days advance notice of changes to these Terms that materially adversely impact you either via email or an in-product notification. All other changes will be effective as soon as we post them to our website. If you do not agree to the changes, you must stop using our Services.

Delay in Enforcing These Terms. Our failure to enforce a provision is not a waiver of our right to do so later. Except as provided in the dispute resolution section above, if any portion of these Terms is determined to be invalid or unenforceable, that portion will be enforced to the maximum extent permissible, and it will not affect the enforceability of any other terms.

Trade Controls. You must comply with all applicable trade laws, including sanctions and export control laws. Our Services may not be used in or for the benefit of, or exported or re-exported to (a) any U.S. embargoed country or territory or (b) any individual or entity with whom dealings

are prohibited or restricted under applicable trade laws. Our Services may not be used for any end use prohibited by applicable trade laws.

Entire Agreement. These Terms contain the entire agreement between you and Line Reference regarding the Services and supersedes any prior or concurrent agreements between you and Line Reference.

Governing Law. Georgia law will govern these Terms. Except as provided in the dispute resolution section above, all claims arising out of or relating to these Terms will be brought exclusively in the federal or state courts of Atlanta, Georgia.