



## Terms of Service

Updated February 2022

For our web-based platform including TreePlotter™, TreePlotter™ INVENTORY, TreePlotter™ PARKS, TreePlotter™CANOPY, TreePlotter™JOBS products and custom apps, services, add-on modules, and related services. By using PlanIT Geo™'s web-based platform and related services, you accept and agree to these terms:

### 1) Our Services:

PlanIT Geo™ provides a web-based software platform for mapping, GIS, and data tracking and management. Clients who have separate contracts with PlanIT Geo™ for subscription-based access to our services are additionally required to follow any terms and provisions in those contracts, as is PlanIT Geo™.

### 2) Expected and Authorized Use:

Anyone can use our platform to view and interact with the public-facing, read-only portions of various map-based applications and related content. Members of the general public are expected to use the application in the way intended - to view, explore, and interact with web-based map data. Any other use or reproduction of our platform, lawful or otherwise, is prohibited. Clients with accounts are bound by the same terms. They can additionally login to the application with their account, and are able to upload, manage, export, and modify their data according to their permissions. Account owners are entirely responsible for their own actions on the platform, including any changes they make to data intentionally or otherwise, and are responsible for using their own account, and not letting others login with their credentials, or sharing account information.

Clients are responsible for the actions of their users on the platform to the extent that it affects their data, and individual account-holders are responsible for their own actions on the site. Clients who can grant new accounts are expected to act responsibly in providing and manage those accounts to new users. Clients who allow members of the general public to register for accounts on their site will approve those accounts at their own discretion, and are expected to monitor the activity of those users to a reasonable extent, and notify Plan-It Geo of any problems with the actions of those users or those accounts.

All users of the platform are prohibited from hacking the platform, reverse-engineering any aspect of our platform, attempting to subvert any security or permissions-related code, or doing anything else other than what the platform is intended for, which is generally interacting with web-based maps and related data.

### **3) Customer Service and Service Level Agreement:**

We strive to keep our platform available continuously, especially during standard business hours in client time zones. However, we make no guarantees about this availability due to the various factors that can affect our service. We are not responsible for addressing non-availability of the platform resulting from factors outside of our control, such as a firewall or internet service provider specific to a user or client. Historically, we have less than 1% down-time during business hours.

Customer service is available 8 am - 8 pm Eastern Standard Time, Monday to Friday, generally with a one hour response time. For weekends, non-business hours, and U.S. holidays, use our emergency contact number. See the website for detail. We also regularly work with customers outside of regular business hours, and provide phone and email contact information to all clients. Members of the general public may email [support@planitgeo.com](mailto:support@planitgeo.com) with questions or for help, and can generally expect a reply within one or two business days.

Our software platform is not free of bugs and will continue to have bugs, and sometimes those bugs will affect a user's ability to interact with our services and data in the platform in expected ways. Our processes to identify, prioritize, and address those bugs is something we are always working to improve. Data-related bugs are often resolved the day they are received and code-related bugs within 1-2 days. Users of our service are invited to communicate bugs to us using support channels, and are always welcome to provide suggestions for improvements and new features.

Upgrades and bug fixes to the platform are performed regularly, and new code and features are introduced periodically. PlanIT Geo™ will typically communicate these changes to one or all clients depending on the nature of the change (i.e. global or local), especially when the changes are expected to affect the user experience of the platform.

### **4) Data Policy:**

All data added, entered, uploaded, or managed by clients, whether web-based map data or otherwise, is their own. Data collected in public-facing sites also belongs to the client responsible for that site. You are welcome to export data using the platform's tools to which you have access. You can also request that PlanIT Geo™ provide custom mass updates or exports of data, though a fee may be associated.

With client permission, PlanIT Geo™ may use your site (and to some limited extent the data in it) for marketing, educational, and other purposes in the following ways: we might use a client site in web-based or in-person demonstrations, during marketing webinars or industry-related seminars, or during educational or other presentations. We won't provide access to your site or data inappropriately, and will ask for permission to use your site or data in ways not covered here (e.g. printed materials, publications, etc.).

You can access and export your data if you plan to close an account or stop using our services, as long as you have paid for the service and have access to your account. Otherwise, we will provide

the data for you, though in some cases a fee may be associated, for example if the account has been already closed for non-payment of services.

### **5) Data Protection:**

PlanIT Geo™ currently backs up user databases and other user content nightly. A client's site can be restored to the time of one of these backups if necessary. Depending on the circumstances of a request to recover, restore, or explore backed-up data, fees may be associated for our services. We do not monitor changes to data made by the general public (where permitted) , by you, or by account holders in your organization, and you are responsible for changes to data in your site by account-holding users. It is the responsibility of clients to understand the implications of account access they provide to their application, especially with respect to tools that can create, modify or delete data.

### **6) Time Span of Terms:**

These terms are valid for the public-facing parts of our platform and client's sites without time restriction. Terms related to client sites (including backups) are in effect as long as the client is in good standing with respect to their contract, generally identified by Start and End dates in their contract or in communication with PlanIT Geo™ during the setup of their account.

### **7) Fees and Payments:**

Fees and payments are determined for clients in individual contracts or subscription agreements. Other clients will pay according to subscription packages identified on our websites, or other documents. Payment is required by the time due in their agreement, and non-payment will result in loss of access to our services.

### **8) Privacy Policy:**

Map-based and other data placed in the platform and accessed through our services belongs to the clients that provided the data.

We will not intentionally share client data, map-based or otherwise, without client permission, with the exception of some terms identified in our Terms of Services data policy. Public-facing sites have data that the public can view, and different accounts can be setup to access different sets of data on a client site. Limits to access are determined by the client in these cases, sometimes with the help of PlanIT Geo™. It is the client's responsibility to control access according to their choices and to understand the implications of the access they give to account holders.

View our Privacy Policy Here: <https://planitgeo.com/wp-content/uploads/2022/02/PlanIT-Geo-and-TreePlotter-Privacy-Policy-Feb-2022.pdf>