

Legal – Terms of Use to be located at  
<https://www.esri.com/en-us/legal/overview>

## StoryMaps Terms of Use ("Terms")

IMPORTANT—READ CAREFULLY

**These Terms comprise a legal agreement between you and Environmental Systems Research Institute, Inc. ("Esri"), a California corporation located at 380 New York Street, Redlands, California 92373-8100 USA. These Terms govern your use of StoryMaps.**

**Use of other Esri products or services is subject to the appropriate written agreement or click-through license provided, and are separate from these Terms.**

### Your Acceptance of the Terms

**YOU UNDERSTAND THAT BY CLICKING THE "I ACCEPT" BUTTON, BY USING THE STORYMAPS WEBSITE ("THE SITE") AND/OR YOUR PERSONAL ACCOUNT, YOU ARE AGREEING TO BE BOUND BY THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS IN THEIR ENTIRETY, YOU MAY NOT ACCESS OR USE THE SITE.**

YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OLD TO USE THE SITE. If you are not yet 18 years old, your parent or guardian may create a personal account for you on your behalf. Esri may take steps to verify the accuracy of any information you provide, including contact information for a parent or guardian.

### Modifications to the Terms

Esri may, from time to time, modify or replace these Terms or the Esri Privacy Policy, which may affect your rights to use StoryMaps. Modified or replaced Terms or the Esri Privacy Policy will be made available to you on the Site. You understand and agree that your access or use of StoryMaps after the modified or replaced Terms or Esri Privacy Policy is posted will signify your acceptance to those Terms or the Esri Privacy Policy. You further understand that it is your responsibility to read the current Terms or [the Esri Privacy Policy](#) - Esri will not contact you letting you know they have been modified or replaced.

### Your Use of StoryMaps

Esri grants to you a personal, revocable, nonexclusive, nontransferable right to use StoryMaps solely in conjunction with your authorized use of the StoryMaps Site in accordance with these Terms.

## Limitations on Your Use of StoryMaps

Any use rights not granted herein or otherwise agreed to in writing between you and Esri are prohibited. In particular, you may not (i) use StoryMaps in such a manner as to adversely affect Esri's commercial interests; (ii) reverse engineer, decompile or disassemble StoryMaps; (iii) manually or systematically collect or scrape data from StoryMaps; (iv) post any data that Esri, in its sole discretion, advises to be false, inaccurate, misleading, disruptive, unlawful, harmful, threatening, abusive, harassing, defamatory, pornographic, vulgar, obscene, hateful, or racially or ethnically-motivated, or otherwise objectionable; (v) use StoryMaps for illegal, improper, or inappropriate purposes (including but not limited to distribution of content or information in violation of the proprietary or privacy rights of others); (vi) probe, scan, or test the vulnerability of StoryMaps or breach any security or authentication measures used by StoryMaps, or (vii) access or use StoryMaps in violation of any applicable local, state, national or foreign laws, rules, regulations, guidelines, directives, treaties or regulations of all government authorities. You will not remove, obscure, or alter copyright, patent, trademark, or other proprietary rights notices affixed to the StoryMaps Site. Your rights are subject to your compliance with these Terms. Making unauthorized copies or distribution of Site content or otherwise violating these Terms may result in the prohibition on your use of StoryMaps through termination of your personal account, and further legal action.

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## Your Proprietary Rights to Your Data

You retain all right, title, and interest in your stories created with StoryMaps and in your data, including, but not limited to your files, designs, data sets, images, documents or similar material created by you and submitted or uploaded by you to StoryMaps ("your data"). You represent and warrant that your data is and will remain within your right to use, your use of StoryMaps will comply with all applicable laws and regulations and you will not infringe the rights of any third party (including without limitation any intellectual property rights or privacy rights) in using StoryMaps. You hereby grant Esri (and its service providers) a nonexclusive, nontransferable, worldwide right to host, run, and reproduce your data for the purpose of enabling your use of StoryMaps. Esri (and its service providers) may also share your publicly-shared stories to, including, but not limited to, the StoryMaps gallery, the StoryMaps feed, and/or StoryMaps social media and newsletter (shared as a link to your story and/or media from your story). Except as otherwise provided herein, Esri will not access, use, or disclose your data without your permission, except to comply with the law or any court or government order.

## Privacy

In the course of using StoryMaps, you may submit your personal data to Esri. Personal data is anything that can potentially identify you or any other person. [Esri's Privacy](#)

[Statement](#), together with any related privacy notices or statements (collectively, "Esri privacy statements"), detail how we treat your personal data. You agree that Esri may use and share your personal data in accordance with the Esri privacy statements and applicable data protection laws.

Do not submit others' personal data to Esri in the course of using StoryMaps.

## Security of Your Account

**Passwords and Account Information.** The StoryMaps Site requires you to create and use a personal account. Esri publishes its security capabilities at <https://trust.arcgis.com/en/>.

By creating a personal account, you:

- (a) are responsible for maintaining the confidentiality of the password for your personal account;
- (b) are fully responsible for all activities that occur under your personal account unless access to your account number, account name, or password was obtained through no fault or negligence of your own;
- (c) agree to provide truthful and accurate information at all times when using StoryMaps;
- (d) understand that using a false or incomplete name or e-mail address, impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity will result in immediate removal of your personal account and termination of any rights provided herein;
- (e) will create an account name and use an e-mail address specific to you;
- (f) agree not to share personal accounts with other users;
- (g) understand that sharing account information or allowing others to access your account will result in the removal of your personal account;
- (h) understand that user usernames are provided on a first-come, first-served basis;
- (i) agree not to sell, solicit, or inactively hold usernames for future use (Inactive accounts may be renamed at any time without notification);
- (j) agree to notify Esri of any unauthorized use of your password or account or any other breach of security as soon as you become aware of such use or breach, by completing the information requested at <https://trust.arcgis.com/en/security-concern/> to Report a Security of Privacy Concern; and
- (k) understand that logging off from your account at the end of each session is recommended.

Esri shall not be liable for any loss or damage arising from your failure to comply with this section.

## Termination of Your Personal Account

Esri reserves the right to monitor your use of Esri websites. Esri reserves the right to suspend or cancel your account or access to the StoryMaps Site or other Esri websites

at any time, or take any other appropriate measures in its legal capacity to enforce these Terms. If you have your personal account removed for not following these Terms, you understand and agree that you shall not receive a refund or exchange for any credits, unused time on a subscription, any subscription fees for any portion of your use of StoryMaps and you may not be allowed to return or create a personal account in the future. Upon termination of these Terms, all rights and obligations owed by the parties shall cease except for those concerning either party's proprietary rights and the rights and obligations concerning your passwords and personal account information, which shall continue indefinitely.

Neither these Terms nor the Esri Privacy Policy governs or protects any information that you have publicly disclosed on the Site. It is your responsibility to review what information you wish to share on the Site. In the event that you choose to publicly share contact information, you do so at your own risk. Further, as indicated on the Site in the space provided to you, you are encouraged to notify visitors to any StoryMaps page(s) you create how to contact you in the event the visitor believes you have used their content or data without their authorization.

### **Electronic Notice**

You consent to receive notices electronically from Esri at the email address you have provided and acknowledge that these electronic notices satisfy any legal requirements that such communications be in writing.

### **Esri's Copyright Policy and Right to Remove Your Data**

Esri's copyright policy is to respond to notices by third parties of alleged copyright infringement under the U.S.'s Digital Millennium Copyright Act ("DMCA") or similar statutes from other jurisdictions, so long as the notice is clear, complies with the statutory requirements, and is consistent in form with the DMCA's Infringement Notification. Further details of Esri's copyright policy may be found at [https://www.esri.com/legal/licensing/dmca\\_policy](https://www.esri.com/legal/licensing/dmca_policy).

Upon receipt and review of an Infringement Notification by a third-party, Esri may disable or remove access to, or delete your StoryMaps story if there is reason to believe that uploading your data or third-party data to the Site for use with StoryMaps materially violates these Terms or the DMCA. If Esri disables or removes access to your StoryMaps story in response to such an Infringement Notification, Esri will make a good faith attempt to contact you regarding the affected StoryMaps story and the allegedly infringing third-party data so that you may have an opportunity to file a Counter Notification. Esri reserves the right to terminate the account(s) of repeat infringers or offenders, as applicable.

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StoryMaps subscription plans are Basic and Premium. The Basic plan is free and includes basic product features with limits on the number of items that can be created.

The Premium plan is a paid monthly or annual subscription with no limit on the number of items that can be created. Monthly subscription plans will be set to auto-renew by default under the [Esri Auto-Renewal Terms](#).

Customers can cancel their subscription at any time. When the canceled Premium subscription term expires, the Premium subscription automatically reverts to a Basic account. For annual Premium subscriptions, Esri will provide a full refund if canceled within the first 30 days. Esri will not provide a refund if canceled after 30 days, except where required by law. Customers can continue to use their Premium subscription until the term expires. Esri will provide no refund for canceled monthly Premium subscriptions. To request a refund, contact [services@esri.com](mailto:services@esri.com) and include your username, order date, and contact information.

Basic accounts will be deactivated after 1 year of inactivity. Users have 30 days to reactivate before account, subscription and related data are canceled/deleted.

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By using StoryMaps, you agree to indemnify and hold Esri harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) arising out of your violation of these Terms and/or your use of StoryMaps.



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## Helpful Resources for StoryMaps

You may find helpful resources, such as discussion boards, chat groups and other useful information to enhance your experience of using StoryMaps within the links to blogs, community sites, videos and help documentation all within the Site. Before using the StoryMaps community resources that Esri may make available to you, you will be asked to accept the StoryMaps Code of Conduct and you agree to use the StoryMaps community resources in accordance with the StoryMaps Code of Conduct.

## Export Compliance

You may not access, upload, download, use, or export StoryMaps in violation of U.S. Export Control laws or regulations, or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and not to directly or indirectly provide or otherwise make available StoryMaps in violation of any such restrictions, laws, or regulations, or without all necessary approvals. Specifically prohibited is the use of any StoryMaps for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction. As applicable, you shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to your own use of the StoryMaps outside the United States. Neither the StoryMaps nor the underlying information or technology may be downloaded or otherwise provided or made available, either directly or indirectly, (a) to any country subject to U.S. trade sanctions, to individuals or entities controlled by such countries, or to nationals or residents of such countries other than nationals who are lawfully admitted permanent residents of countries not subject to such sanctions; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals and Blocked Persons or the U.S. Commerce Department's Table of Denial Orders. By agreeing to these Terms, you agree to the foregoing and represent and warrant that you are not located in or under the control of, or are not a national or resident of any such country or on any such list.

## General Terms and Conditions

Due to the global character of the Internet, you agree to comply with the provisions of all applicable national measures in the course of using the Site. If any activity related to

using StoryMaps is not permitted according to the laws of your country, you shall exclusively bear responsibility for such usage. The English language version of these Terms shall govern their interpretation. Any versions provided in a language other than English are provided for convenience only. Any inconsistencies or contradictions shall not affect the interpretation of the English language version. Nothing in these Terms is meant to restrict or exclude Esri's liability for death or personal injury caused by Esri's negligence or statutory liability for products under the statute of a Member State of the European Union (e.g., the German Product Liability Act).

The failure of Esri to enforce any provision of these Terms will not be deemed a waiver of the provisions or of the right of Esri thereafter to enforce that or any other provision. If any provision of these Terms is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make the intent of the language enforceable. You will not assign, sublicense, or transfer any rights or obligations under these Terms and any attempt to do so without consent will be void. US federal law and the law of the State of California govern these Terms, excluding their respective choice of law principles. These Terms strictly govern government users' use, reproduction, or disclosure of StoryMaps, which are considered "commercial services." No other terms or conditions shall apply unless expressly agreed in writing between you and Esri. All rights to StoryMaps are reserved under copyright laws of the United States. You agree to attempt in good faith to negotiate any conflict arising under these Terms. You agree to submit to the exclusive jurisdiction of the state and federal courts located in San Bernardino County any and all disputes not resolved within thirty (30) days of notice. If you are not a U.S. citizen, do not reside in the U.S., or if you are not accessing the Site from the U.S., the governing law and forum shall be the laws and courts of your usual place of residence. Notice to Esri shall only be proper if made by certified mail at the address provided herein. These Terms are not subject to the United Nations Convention on Contracts for the International Sale of Goods. These Terms, including referenced documents, constitute the sole and entire agreement between the parties relating to your use of the StoryMaps Site.