EzyMaps Business Agreement

Last updated 17 November 2026

This Business Agreement (the "Agreement") is between AViK Web LTD, a company registered in Nigeria ("AViK Web", "EzyMaps", "we", "us" or "our"), and the business, organization or other entity that accepts it ("Customer"). It applies when Customer uses an EzyMaps workspace for an organization, and it governs Customer's use of the EzyMaps services, software and websites (the "Services").

- If you accept this Agreement for an organization, you confirm that you have the authority to bind it.
- The EzyMaps Terms of Service (ezymaps.com/terms) and Privacy Policy (ezymaps.com/privacy) also apply. If they conflict with this Agreement, this Agreement prevails for Customer.

If Customer does not agree to this Agreement and the documents it refers to, Customer should not use the Services.

1. Services

1.1 Provision. This Agreement governs Customer's access to and use of the Services. Customer and its End Users may use the Services under this Agreement.

1.2 Security. AViK Web will use reasonable technical and organizational measures to protect Customer Data against unauthorized or unlawful access, use, loss or alteration. The measures in force at the date of this Agreement are described in Annex 2 of the Data Processing Agreement and in the Privacy Policy.

1.3 Data protection. For personal data in Customer Data, Customer is the data controller and AViK Web is its data processor, and the Data Processing Agreement (ezymaps.com/legal) applies. For Account Data, AViK Web is the data controller, as the Privacy Policy explains. Customer agrees that AViK Web and its sub-processors may process Customer Data outside Nigeria, as the Data Processing Agreement describes.

1.4 Support. Customer can reach support by email at support@ezymaps.com. We will make reasonable efforts to reply promptly. No uptime or response-time commitment applies unless an Order Form states one.

1.5 Changes to the Services. AViK Web may update the Services from time to time. If a change materially reduces the functionality of a paid plan, AViK Web will notify Customer by email, and Customer may end the affected plan within 30 days of the notice and receive a refund of the part of its prepaid fees for the time it will not use. This right does not apply to Beta Services.

1.6 Software. AViK Web grants Customer, for the Term, a limited, non-exclusive, non-transferable, non-sublicensable, revocable licence to use the Software only with the Services and under this Agreement. If a part of the Software is offered under an open-source licence, that licence applies to that part and, where it gives Customer more rights, overrides this Agreement for that part.

2. Customer obligations

2.1 Administration. Customer may appoint End Users as Administrators (workspace owners and admins). Customer is responsible for who it invites, the roles it gives them, keeping credentials secure, and everything its End Users do. AViK Web's responsibilities do not extend to the internal management of Customer's workspace.

2.2 Unauthorized use. Customer will prevent unauthorized use of the Services by its End Users and others. If any unauthorized use or access happens, Customer will stop it and tell AViK Web promptly.

2.3 Restrictions. Customer will not: (a) use the Services where their use or failure could lead to death, personal injury or physical damage; (b) reverse engineer, decompile or try to extract the source code of the Services or Software, or help anyone else to; (c) use the Services, including exporting Customer Data, in breach of export control or sanctions laws; (d) resell or sublicense the Services unless AViK Web has agreed in writing; or (e) get around plan limits.

2.4 Compliance. Customer and its End Users must follow the Acceptable Use Policy (ezymaps.com/legal) and the laws that apply to them, including the Nigeria Data Protection Act 2023. Customer is responsible for having a lawful basis for the personal data it collects, for giving people the notices the law requires, and for getting and keeping any consent needed, including the consent of a parent or guardian for a child under 18. Customer will collect sensitive personal data only where it has a lawful basis and the safeguards the law requires. Customer will not use the Services to hold medical records or other highly sensitive information unless AViK Web has agreed in writing.

2.5 Third-party services. If Customer uses a third-party service with the Services, such as a website that embeds a map, a site builder, a DNS provider or a sign-in provider, AViK Web is not responsible for that service or for its access to Customer Data, and does not warrant it.

2.6 Third-Party Requests. Customer is responsible for responding to Third-Party Requests about its data, using its own access to the information. If AViK Web receives a Third-Party Request for Customer Data, it will, where the law and the request allow, tell Customer promptly, follow Customer's reasonable requests about opposing it, and give Customer the information or tools it needs to respond if Customer cannot get them itself.

3. Billing

3.1 Plans and quotes. The Services are offered on plans whose features and prices are on the EzyMaps pricing page. Enterprise is sold as a prepaid volume quote, which states the fees, the volumes included and the term (an "Order Form").

3.2 Term and renewal. A paid plan runs for the period in the Order Form or, where there is none, for the billing period Customer chose (the "Term"). It renews for the same period unless either party gives notice of non-renewal at least 30 days before the renewal date.

3.3 Invoices and payment. Fees are in Naira (~~₦~~) unless the Order Form says otherwise and are payable in advance for each Term. Customer will pay each invoice within 14 days of its date, unless the Order Form says otherwise, by the payment method AViK Web accepts. AViK Web does not store card details.

3.4 Prepaid volumes. Unused prepaid volume, such as map views, does not roll over to a later Term and is not refundable, unless the Order Form says otherwise.

3.5 Cancellation. Customer may cancel at any time. Cancellation takes effect at the end of the Term already paid for, and Customer keeps access until then. Customer is responsible for fees up to the end of that Term.

3.6 Refunds. If Customer cancels within 14 days of a payment, it may ask for a refund of that payment. After 14 days, payments are not refundable, except as section 1.5 or section 5.4 provides or the law requires.

3.7 Downgrades. A move to a plan with lower limits takes effect at the next Term. AViK Web will tell Customer how its maps and surveys are affected before the change takes effect.

3.8 Price changes. AViK Web may change its prices by giving Customer at least 30 days' notice. A change applies from the next Term.

3.9 Taxes. Fees do not include value added tax (VAT) or other taxes. Customer will pay the taxes that apply to its purchase. If the law requires Customer to withhold tax from a payment, Customer will account for it to the tax authority and give AViK Web the credit note, so that AViK Web receives the full fee less only the tax withheld.

3.10 Late payment. If an invoice is more than 14 days overdue, AViK Web may suspend Customer's paid features after giving 7 days' written notice, until the invoice is paid.

4. Suspension

4.1 End User accounts. If an End User breaks this Agreement, the Terms of Service or the Acceptable Use Policy, or uses the Services in a way that AViK Web reasonably believes will cause it liability, AViK Web may ask Customer to suspend or end that End User's account. If Customer does not do so promptly, AViK Web may do so itself.

4.2 Security emergencies. If there is a Security Emergency, AViK Web may suspend Customer's use of the Services automatically. It will make reasonable efforts to limit the suspension to what is needed and to keep disruption to a minimum.

5. Term and termination

5.1 Customer may stop using the Services at any time, subject to section 3.5.

5.2 AViK Web may suspend or end Customer's access by giving notice if: (a) Customer commits a material breach of this Agreement, or of any other agreement with AViK Web, and does not put it right within 14 days of notice (where it can be put right); (b) Customer uses the Services in a way that could cause harm or loss to AViK Web or other customers or users; or (c) the law requires. AViK Web may suspend immediately, without advance notice, where the breach is serious, where waiting could create legal liability or put the Services at risk for others, or where the law prevents notice.

5.3 What happens next. When this Agreement ends, Customer's access ends and Customer will delete all copies of the Software in its possession. If Customer deletes its workspace or account in the Services, the data is deleted straight away and cannot be recovered. Otherwise, AViK Web will keep Customer Data for at least 14 days, so that Customer can export its survey responses and ask AViK Web for a copy of the rest, unless the law or a serious breach prevents it, and will then delete it as the Data Processing Agreement describes. On Customer's written request, AViK Web will delete Customer Data within 30 days of receiving it.

5.4 Refund on AViK Web's termination. If AViK Web ends this Agreement other than for Customer's breach, it will refund the part of any prepaid fee for the time after termination.

5.5 Survival. Sections 3 (for unpaid fees), 5.3, 6, 7, 8, 9, 10, 11 and 12, and anything else that by its nature should continue, survive the end of this Agreement.

6. Intellectual property

6.1 Reservation of rights. Customer owns Customer Data. AViK Web and its licensors own the Services, the Software and the EzyMaps name and logos. Except as this Agreement expressly says, it gives AViK Web no rights in Customer Data and gives Customer no rights in the Services or in AViK Web's trademarks and brand features.

6.2 Licence to Customer Data. Customer gives AViK Web a worldwide, non-exclusive, royalty-free licence to host, store, process, display and transmit Customer Data, only to provide, secure and support the Services.

6.3 Feedback. AViK Web may use, modify and build into its products any feedback, comments or suggestions that Customer or its End Users give about the Services, without restriction or obligation to Customer.

6.4 Datasets and third-party data. AViK Web's boundary datasets are shared under the licence shown with each dataset, currently Creative Commons Attribution-ShareAlike 4.0 (CC BY-SA 4.0) for downloads. Customer will keep the credits for GRID3, INEC, OpenStreetMap contributors and Mapbox that appear on maps, and will follow the terms of those providers.

7. Confidentiality

7.1 Each party will keep the other's non-public business, technical and pricing information that is marked confidential, or that a reasonable person would see as confidential, ("Confidential Information") secret. It will use it only to perform or use this Agreement, and will share it only with staff, advisers and sub-processors who need it and are bound by confidentiality.

7.2 This does not apply to information that is or becomes public through no fault of the receiving party, that the receiving party already had or learns lawfully from someone else, or that it develops independently. A party may disclose Confidential Information where the law or a court or regulator requires, after telling the other party where it lawfully can.

7.3 These duties last for the Term and for three years afterwards. Customer Data stays protected for as long as AViK Web holds it.

8. Indemnification

8.1 Customer will defend and indemnify AViK Web and its affiliates, directors and staff against liabilities, damages and costs (including settlement costs and reasonable legal fees) arising from a claim by a third party about: (a) Customer Data; (b) Customer's or its End Users' use of the Services; or (c) Customer's breach of this Agreement.

8.2 AViK Web will tell Customer promptly about any claim and give Customer reasonable help in dealing with it. Neither party will settle a claim in a way that admits fault for the other without the other's written consent.

9. Disclaimers

9.1 Generally. To the fullest extent the law allows, the Services and Software are provided "as is" and "as available". Except as this Agreement expressly says, neither AViK Web nor its affiliates, suppliers or distributors give any warranty of any kind, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose and non-infringement. Customer is responsible for using the Services under this Agreement and for backing up its Customer Data in a secure place.

9.2 Beta Services. Customer may choose to use Beta Services. They may be unsupported, may change at any time without notice, may be less reliable than the Services, and have not been through the same security review. AViK Web is not liable for Customer's use of Beta Services, which is at Customer's own risk.

9.3 No professional advice; accuracy. Neither AViK Web nor its affiliates or sub-processors give medical, legal, surveying, electoral or other professional advice. Information produced with or made available through the Services, including map data, boundaries, GPS readings and AI answers, is for information only. Boundaries in AViK Web's datasets are a guide and not an official or conclusive record. Customer should not rely on any of it where an error could cause harm, and should not use it as a substitute for a qualified professional.

10. Limitation of liability

10.1 Indirect loss. To the fullest extent the law allows, and except for each party's indemnification obligations, neither Customer nor AViK Web and its affiliates, suppliers and distributors is liable under this Agreement for (a) indirect, special, incidental, consequential, exemplary or punitive damages, or (b) loss of use, data, business, revenue or profit (in each case whether direct or indirect), even if the party knew or should have known that such damage was possible.

10.2 Amount. To the fullest extent the law allows, AViK Web's total liability under this Agreement will not be more than the amount Customer paid to AViK Web under it in the 12 months before the event that gave rise to the liability.

10.3 Nothing in this Agreement excludes or limits liability that cannot be excluded or limited by law, including liability for fraud and for death or personal injury caused by negligence.

11. Disputes

11.1 Talk first. If a dispute arises, the party raising it will give the other written notice, and the parties will try in good faith to settle it within 30 days.

11.2 Arbitration. A dispute that is not settled will be decided by arbitration under the Arbitration and Mediation Act 2023. The seat of arbitration is Abuja, the language is English, and there will be one arbitrator agreed by both parties or, failing that, appointed under that Act. The arbitration and the award are confidential, and the award is final and binds both parties.

11.3 Urgent relief. Either party may ask the courts of the Federal Capital Territory, Abuja, for an injunction or other urgent relief to protect its confidential information or intellectual property, or to keep matters as they are until the arbitration decides.

12. General

12.1 Changes. AViK Web may revise this Agreement from time to time and will always post the current version at ezymaps.com/legal. If a revision is material, AViK Web will notify Customer by email at least 30 days before it takes effect. By continuing to use the Services after that, Customer accepts the revised Agreement. If a material change is adverse to Customer, Customer may end this Agreement before it takes effect and receive a refund of the part of its prepaid fees for the time it will not use.

12.2 Entire agreement and order of precedence. This Agreement, the Data Processing Agreement, the Terms of Service, the Privacy Policy, the Acceptable Use Policy and any Order Form are the whole agreement between the parties about the Services and replace any earlier agreement about them. If they conflict, they prevail in this order: the Data Processing Agreement (on data protection), the Order Form, this Agreement, then the other documents.

12.3 Governing law. This Agreement is governed by the laws of the Federal Republic of Nigeria.

12.4 Notices. Notices must be in writing and sent by email. Notices to AViK Web go to support@ezymaps.com, and are treated as given when received. Notices to Customer go to the email address on its account, and are treated as given when sent.

12.5 Waiver and severability. A waiver of one default is not a waiver of a later default. If a provision is unenforceable, the rest stays in force.

12.6 Assignment. Customer may not assign or transfer this Agreement or any right or obligation under it without AViK Web's written consent. AViK Web may assign it to an affiliate, or in a merger, acquisition, reorganization or sale of its business, by notifying Customer. Any other attempt to transfer it is void.

12.7 No agency. The parties are independent contractors. Neither is the partner or agent of the other.

12.8 Events beyond control. Except for payment obligations, neither party is liable for failing to perform because of something beyond its reasonable control, such as natural disaster, war, terrorism, riot, labour dispute, government action or an internet or power failure.

12.9 No third-party rights. There are no third-party beneficiaries to this Agreement. In particular, Customer's End Users do not gain rights under it.

13. Definitions

- **"Account Data"** means the account and contact details given to the Services by Customer or its End Users.
- **"Acceptable Use Policy"** means the EzyMaps Acceptable Use Policy at ezymaps.com/legal.
- **"Administrator"** means an End User whom Customer has given the owner or admin role in its workspace.
- **"Affiliate"** means an entity that controls, is controlled by, or is under common control with a party.
- **"Beta Services"** means services or features that AViK Web labels "alpha", "beta", "preview", "pre-release", "early access" or "evaluation".
- **"Customer Data"** means everything Customer or its End Users put into or create with the Services, including locations, spreadsheets, photos, surveys, survey responses and Account Data.
- **"End Users"** means the people who use Customer's workspace, including Customer's and its Affiliates' staff and contractors, and web and mobile users.
- **"Intellectual Property Rights"** means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights and similar rights.
- **"Order Form"** has the meaning in section 3.1.
- **"Security Emergency"** means (a) use of the Services that disrupts or could disrupt the Services, other customers' use of them, or the infrastructure that provides them; or (b) unauthorized third-party access to the Services.
- **"Software"** means the client software AViK Web provides to Customer as part of the Services.
- **"Term"** has the meaning in section 3.2.
- **"Third-Party Request"** means a request from a third party for records about an End User's use of the Services or about Customer's workspace, such as a court order, subpoena or other legal request, or a request that has the written consent of the person it concerns.