

General Terms

on dissemination and property rights on Spatial Data and other data from NLSI.

1. General Provisions

The National Land Survey of Iceland (NLSI) protects and produces Spatial Data on Iceland. NLSI grants access to this information as well as giving specialised services for clients according to the Act on surveying and basic mapping, No. 103/2006.

2. Scale of Charges

Access to digital data and its publication is free of charge unless otherwise stated. The NLSI levies fees on the service of Spatial Data or specialised services according to the valid scale of charges in accordance with the law.

3. Copyrights

The Republic of Iceland is the owner of all copyrights acquired by the NLSI. The NLSI defends the interests of the Republic of Iceland regarding the copyright and right of use of all materials it has acquired, processed or published regarding survey, maps or photos of Iceland. All other matters regarding copyright are covered by the Copyright Act, No. 73/1972 with subsequent amendments.

4. User Rights

Everyone is free to disseminate data originating from the NLSI for their own use and to use when making their own material.

5. Markings

Data based on data originally supplied by the NLSI shall be marked as follows: ©National Land Survey of Iceland. In some cases, the name of the NLSI is to be removed from the product or service, if required to do so by NLSI. In cases where the copyright in the final published version of map materials is owned by more than one party, the NLSI shall be consulted on how material originating from the NLSI is to be marked.

6. Issuance and Publishing Licences

Anyone who intends to distribute, display, publish or reprint material that is copyright under the Republic of Iceland from the NLSI shall apply for the issuance and publication to NLSI. The same applies to the use of secondary materials based on material from NLSI. The application must include details of where it is planned to publish the material. As a confirmation of the application the NLSI grants the user a numbered publishing license free of charge.

7. Cancellation

In the event of serious or repeated violations by a customer of his obligations under an agreement, or according to the terms, scale of charges and/or accompanying documents, the NLSI may cancel the agreement without notice and without prejudice to the NLSI's right to compensation for such violation.

8. Liability

The NLSI shall bear no liability concerning whether the material delivered is suitable for the use to which the customer intends to put it. All materials shall be delivered in the state in which they are at any given time in the NLSI's databases at the time of delivery. The customer accepts that the quality of materials varies according to their origin, both as regards accuracy and reliability, and the NLSI shall bear no liability for any possible consequences of this fact. Thus, the NLSI shall not be liable for loss or damage, direct or indirect, which the customer and/or his customers may sustain as a result of the use of materials from the NLSI, or of derived materials, in excess of the extent that may be established under the Product Liability act, No. 25/1991. In other respects, the NLSI declines liability to the extent permitted in law.

As a result of the Icelandic government's focus to prevent illegal off-road driving and to restrict or prevent traffic in certain areas of the country, then NLSI wants to take notice of that the users of the data that has been delivered are responsible for monitoring if and when roads and trails are closed temporarily or permanently to public traffic. Such government measures reach further than information on roads and tracks that are in the NLSI databases at any time.

9. Venue

In the event of a dispute between the parties concerning the interpretation of individual provisions, it shall be brought before the Western Iceland District Court.