

Terms of Service

This agreement is between you or the entity you represent (hereinafter "You" or "Your") and Rock Mapper Pty Ltd governing your use of the Rock Mapper app and its online services (hereinafter "Services").

Parts of this Agreement

This Agreement consists of the following terms and conditions (hereinafter the "General Terms"). The General Terms are collectively referred to as the "Terms".

Acceptance of the Terms

You must be of legal age to enter into a binding agreement and accept the Terms. You must agree to the General Terms in order to use any of our Services. By using the Services you accept the Terms outlined in this document.

Description of Service

We provide a service to capture, manage and share your geoscientific data. You may use the Services for your business use or for internal business purposes in the organization that you represent. You may connect to the Services using any internet browser & operating systems supported by the Services. You are responsible for obtaining access to the internet and the equipment necessary to use the Services. You can create and edit content with your site-wide user account and if you choose to do so, you can publish and share such content.

Subscription to Beta Service

We may offer certain Services as beta services for the purpose of testing and evaluation. You agree that we have the sole authority and discretion to determine the period of time for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial services. You will be under no obligation to acquire a subscription to use any paid Service as a result of your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to you. You agree that Rock Mapper Pty Ltd will not be liable to you or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

Modification of Terms of Service

We may modify the Terms upon notice to you at any time through a service announcement or by sending an email to your primary email address. If we make significant changes to the Terms that affect your rights, you will be provided with at least 30 days advance notice of the changes by email to your primary email address. You may terminate your use of the Services by providing Rock Mapper Pty Ltd notice by email within 30 days of being notified of the availability of the modified Terms if the Terms are modified in a manner that substantially affects your rights in connection with your use of the Services. In the event of such termination, you will be entitled to a prorated refund of the unused portion of any prepaid fees. Your

continued use of the Service after the effective date of any change to the Terms will be deemed to be your agreement to the modified Terms.

User Sign up Obligations

You need to sign up for a user account by providing all required information in order to access or use the Services. If you represent an organization and wish to use the Services for corporate internal use, we recommend that you, and all other users from your organization, sign up for user accounts by providing your corporate contact information. We recommend that you use your corporate email address. You agree to a) provide true, accurate, current and complete information about yourself and b) maintain and promptly update the information provided by emailing it to hello@rockmapper.net to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, outdated, or incomplete, or if Rock Mapper Pty Ltd has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, Rock Mapper Pty Ltd may terminate your user account and refuse current or future use of any or all of the Services.

User Accounts

You are responsible for a) ensuring confidentiality of your account password, b) appointing competent individuals for managing the account, and c) ensuring that all activities that occur in connection with your account comply with this Agreement.

You are responsible for taking the necessary steps to ensure that your organization does not lose control of the account(s). You may specify a process to be followed for recovering control in the event of such loss of control by sending an email to hello@rockmapper.net, provided that the process is acceptable to Rock Mapper Pty Ltd. Rock Mapper Pty Ltd may provide control of an account to an individual providing satisfactory proof to Rock Mapper Pty Ltd demonstrating authorization to act on behalf of the organization. You agree not to hold Rock Mapper Pty Ltd liable for the consequences of any action taken by Rock Mapper Pty Ltd in good faith in this regard.

Personal Information and Privacy

Personal information you provide to Rock Mapper Pty Ltd through the Service is governed by Rock Mapper Pty Ltd Privacy Policy. Your election to use the Service indicates your acceptance of the Rock Mapper Pty Ltd's Privacy Policy. You are responsible for maintaining confidentiality of your username, password and other sensitive information. You are responsible for all activities that occur in your user account and you agree to inform us immediately of any unauthorized use of your user account by email to hello@rockmapper.net. We are not responsible for any loss or damage to you or to any third party incurred as a result of any unauthorized access and/or use of your user account, or otherwise. In the event of a data breach, we will notify any affected users with details of the incident and corrective actions taken or needed.

Communications from Rock Mapper Pty Ltd

The Service may include certain communications from Rock Mapper Pty Ltd such as service announcements, administrative messages and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide you total privacy, we also provide you the option of opting out from receiving newsletters from us via email to hello@rockmapper.net. However, you will not be able to opt-out from receiving service announcements and administrative messages.

Fees and Payments

The Services are available under subscription plans of various duration. Your subscription will be automatically renewed at the end of each subscription period unless you inform us that you do not wish to renew the subscription. If you do not wish to renew the subscription, you must inform us at least 10 days prior to the renewal date. If you have not informed us that you do not wish to renew the subscription, you will be presumed to have authorized Rock Mapper Pty Ltd to charge the subscription fee for the following period. From time to time, we may change the price of any Service or charge for use of new Services. Any increase in charges will be notified to you in a timely manner so you can approve before your next billing cycle.

Restrictions on Use

In addition to all other terms and conditions of this Agreement, you shall not: (1) transfer the Services or otherwise make it available to any third party; (2) provide any service based on the Services without prior written permission; (3) use any third party links to third party applications without agreeing to their terms & conditions; (4) use the Services in any manner that could damage, disable, overburden, impair or harm any server, network, computer system, or resource of Rock Mapper Pty Ltd and (5) violate any applicable local, state, national or international law.

Inactive User Accounts Policy

We reserve the right to terminate unpaid user accounts that are inactive for a continuous period of 90 days. In the event of such termination, all data associated with such user account will be deleted. We will provide you prior notice of such termination and option to back-up your data. The data deletion policy may be implemented with respect to any or all of the Services. Each Service will be considered an independent and separate service for the purpose of calculating the period of inactivity. In other words, activity in one of the Services is not sufficient to keep your user account in another Service active.

Data Ownership

We respect your right to ownership of content created or stored by you. You own the content created or stored by you. Unless specifically permitted by you, your use of the Services does not grant Rock Mapper Pty Ltd the license to use, reproduce, adapt, modify, publish or distribute the content created by you or stored in your user account for Rock Mapper Pty Ltd commercial, marketing or any similar purpose. However, you grant Rock Mapper Pty Ltd permission to access, copy, distribute, store, transmit, reformat, publicly display and publicly perform the content of your user account solely as required for the purpose of providing the Services to you.

User Generated Content

You may transmit or publish content created by you using any of the Services or otherwise. However, you shall be solely responsible for such content and the consequences of its use, transmission or publication. Any content shared will be accessible through the internet. You are responsible for ensuring that you do not accidentally give unintended access to your data. Any content that you may receive from other users of the Services, is provided to you AS IS for your information and personal use only and you agree not to use, copy, reproduce, distribute, transmit, broadcast, display, sell, license or otherwise exploit such content

for any purpose, without the express written consent of the person who owns the rights to such content. In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be. By making any copyrighted / copyrightable content available on any of the Services you affirm that you have the consent, authorization or permission, as the case may be from every person who may claim any rights in such content to make such content available in such manner. Further, by making any content available in the manner aforementioned, you expressly agree that Rock Mapper Pty Ltd will have the right to block access to or remove such content made available by you if Rock Mapper Pty Ltd receives complaints concerning any illegality or infringement of third party rights in such content. By using any of the Services and transmitting or publishing any content using such Service, you expressly consent to determination of questions of illegality or infringement of third party rights in such content by the agent designated by Rock Mapper Pty Ltd for this purpose.

Sample files and Applications

Rock Mapper Pty Ltd may provide sample files and applications for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. Rock Mapper Pty Ltd makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

Trademark

Rock Mapper Pty Ltd, the Rock Mapper Pty Ltd logo, the names of individual Services and their logos are trademarks of Rock Mapper Pty Ltd. You agree not to display or use, in any manner, the Rock Mapper Pty Ltd trademarks, without Rock Mapper Pty Ltd's prior permission.

Disclaimer of Warranties

You expressly understand and agree that the use of the Services is at your sole risk. The Services are provided on an as-is-and-as-available basis. Rock Mapper Pty Ltd expressly disclaims all warranties of any kind, whether express or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Rock Mapper Pty Ltd makes no warranties that the services will be uninterrupted, timely, secure or error free. Use of any material downloaded or obtained through the use of the Services shall be at your own discretion and risk and you will be solely responsible for any damage to your computer system, mobile phone, wireless device or data that results from the use of the Services or the download of any such material. No advice or information, whether written or oral, obtained by you from Rock Mapper Pty Ltd, its employees or representatives shall create any warranty not expressly stated in the terms.

Limitation of Liability

You agree that Rock Mapper Pty Ltd shall, in no event, be liable for any consequential, incidental, indirect, special, punitive, or other loss or damage whatsoever or for loss of business profits, business interruption, computer failure, loss of business information, or other loss arising out of or caused by your use of or inability to use the Service, even if Rock Mapper Pty Ltd has been advised of the possibility of such damage. In no event shall Rock Mapper Pty Ltd's entire liability to you in respect of any service, whether direct or indirect, exceed the fees paid by you towards such service.

Indemnification

You agree to indemnify and hold harmless Rock Mapper Pty Ltd, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that you have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of the Terms, or any other claim related to your use of the Services, except where such use is authorized by Rock Mapper Pty Ltd.

Rock Mapper Pty Ltd shall indemnify, defend, and hold you harmless against and from any claims of infringement or violation of intellectual property rights of any third party and losses related thereto, to the extent the same arises out of or are caused by your use of the Services; provided, however, that the foregoing indemnification shall not apply to the extent such claim arises out of your unauthorized use of the Services.

Arbitration

Any controversy or claim arising out of or relating to the Terms shall be settled by binding arbitration in accordance with the Commercial Arbitration Act 2011 (CAA) of the State of Victoria. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Victoria (Australia) and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, Rock Mapper Pty Ltd may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

Suspension and Termination

We may suspend your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, extended periods of inactivity or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to hello@rockmapper.net thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate your user account on your request.

In addition, we reserve the right to terminate your user account and deny the Services upon reasonable belief that you have violated the Terms and to terminate your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. You have the right to terminate your user account if Rock Mapper Pty Ltd breaches its obligations under these Terms and in such event, you will not be entitled to a refund. Termination of user account will include denial of access to all Services, deletion of information in your user account such as your email address and password and deletion of all data in your user account.

END OF TERMS OF SERVICE

If you have any questions or concerns regarding this Agreement then please contact hello@rockmapper.net