These Geoscape Developer Terms apply from:

- *1 September 2022 for new Developers or*

- *5 October 2022 for Developers who had a Geoscape Developer account with us before 1 September 2022.*

A copy of our previous Geoscape Developer Terms can be found here.

Geoscape Developer Terms

Welcome to the Geoscape Developer community!

Through Geoscape Developer, you can access our APIs to create apps and develop integrated solutions. You can use these apps and solutions yourself or make them available to your customers.

Our legal relationship with you is governed by your **Geoscape Developer Agreement**. It is made up of:

- these **Geoscape Developer Terms** (these **Terms**);

- your **subscription plan**, which may be one of our standard plans or a custom plan, such as an enterprise subscription plan;

- any **specific terms applicable to a Geoscape API** used by you; and

- any other **additional or custom terms** that are referred to in the documents above or that you agree to from time to time.

Please read each of the documents that form part of your Geoscape Developer Agreement carefully.

You can enter into a Geoscape Developer Agreement by agreeing to these Terms when prompted as part of your registration for a Geoscape Developer account. You can also enter into a Geoscape Developer Agreement by agreeing to a custom subscription plan, such as an enterprise subscription plan.

We've included a summary of the key parts of these Terms on the left side. However, it's the words on the right side that are legally binding.

If you have any questions about your Geoscape Developer Agreement or use of Geoscape APIs, please contact support@geoscape.com.au.

These are our company details and who we understand you are.

If you'll be using Geoscape APIs on behalf of an organisation (like your employer) you're entering into a Geoscape Developer Agreement on behalf of that organisation. You promise us that you have authority to do that.

In these Terms:

- **Geoscape Australia**, **we**, **us** and **our** refer to PSMA Australia Ltd trading as Geoscape Australia ABN 23 089 912 710 of Unit 6, 113 Canberra Avenue, Griffith in the Australian Capital Territory; and

- **Developer**, **you** and **your** refer to the individual registering for a Geoscape Developer account, or the organisation in whose name you are registering a Geoscape Developer account or that is described in the custom subscription plan that initiates your Geoscape Developer Agreement.

Agreement on behalf of an organisation: If you will be using Geoscape APIs on behalf of an organisation (for example, your employer), you enter into a Geoscape Developer Agreement for and on behalf of that organisation and promise us that you have authority to bind that organisation to the Geoscape Developer Agreement.

Your agreement with us commences when you register for an account or agree to a custom subscription plan. It will continue until one of us terminates it.

Our free subscription plan applies by default. You can change your subscription plan through your Geoscape Developer account or by agreeing to a custom plan.

Your subscription to Geoscape APIs will automatically renew until one of

1   Commencement, term and renewal

1.1   Your Geoscape Developer Agreement commences on the date you:

(a)   register for a Geoscape Developer account; or

(b)   agree to a custom subscription plan,

whichever is earlier. It will continue until it is terminated in accordance with clause 26.

1.2   You must agree to a subscription plan to access Geoscape APIs. If we are offering a free subscription plan, you agree to that plan by default. You can change your subscription plan through Geoscape Developer or by agreeing to a custom

us cancels it.

subscription plan that we offer you.

1.3 For each Geoscape API that you subscribe to, your subscription will commence on the date that you agree to the relevant subscription plan and will automatically renew for further subscription periods equal to the initial subscription period, unless your subscription is cancelled in accordance with clause 25.

1.4 If your subscription period is longer than one month, we will give you notice at least 30 days before the renewal of your subscription.

We offer a range of APIs. These APIs differ and may have specific terms that apply to their use. These specific terms are available here.

You agree to use Geoscape APIs, and our Data accessible through them, in accordance with any applicable specific terms.

2 Specific terms for Geoscape APIs

2.1 Specific terms may apply to some Geoscape APIs. These specific terms are available through Geoscape Developer. They may grant additional permissions or impose additional restrictions, for example, in relation to the use of Data accessible through a Geoscape API.

2.2 Any such Geoscape API specific terms form part of your Geoscape Developer Agreement, and you agree to use Geoscape APIs in accordance with any specific terms that apply to them.

We have other products and services, like additional support plans. These may have their own terms, which will become part of your agreement with us if we offer them to you and you accept them.

If we agree to use Geoscape APIs on your behalf (for example, to do some batch processing), the fees for these services will be set out in our quotation and the terms of your agreement with us will apply to these services.

3 Terms for additional products and services

3.1 We may offer you additional products or services related to Geoscape Developer. Additional terms may apply to them and will form part of your Geoscape Developer Agreement if you accept them.

3.2 We may offer to use Geoscape APIs on your behalf. For example, we may offer to undertake batch processing for you. Unless otherwise agreed:

(a) we will only provide such services once we receive written confirmation (email being sufficient) that you accept our quotation for the services;

(b) the fees for any such services will be as set out in our quotation for the services and are payable in advance;

(c) to the extent applicable, the terms of your Geoscape Developer Agreement apply to such services, including so that:

(i) any records that you supply to us for processing will be treated as User Data; and

(ii) any data that we return to you will be treated as Data accessed through the relevant Geoscape API.

You need a Geoscape Developer account to access Geoscape APIs and manage your use of them.

You're responsible for what happens through your account. If something doesn't look right, you need to take steps to address that and tell us straight away.

You must use Geoscape Developer responsibly and fairly. For example, you mustn't create fake accounts, allow others to use your account, or

4 Your account

4.1 You must register for a Geoscape Developer account to access Geoscape APIs. You can do so by following the directions on the Geoscape Developer registration page.

4.2 Once your account has been activated, you will be able to:

(a) subscribe to Geoscape APIs;

(b) obtain API keys or tokens for Geoscape APIs that you subscribe to;

(c) request additional API keys or tokens; and

(d)   generally manage your use of Geoscape APIs.

4.3   You are responsible for all activity that occurs through your Geoscape Developer account and all fees associated with that activity. This includes any use of Geoscape APIs, your API keys and tokens, Developer Documentation, our Data, Derived Material, and your Apps, and the supply of User Data to us through use of Geoscape APIs.

4.4   If you think that there has been any unauthorised access to your account username, password or any API keys or tokens, you must take all reasonable steps to stop the unauthorised access (including by changing your account password) and notify us as soon as practicable by emailing support@geoscape.com.au.

4.5   You must:

(a)   not create fake or unauthorised accounts;

(b)   not register multiple accounts to unfairly benefit from free plans or trials we offer;

(c)   not allow third parties to access or use your account or API keys or tokens; and

(d)   maintain the confidentiality and security of your account credentials and your API keys or tokens.

4.6   You must keep your account information up to date. If your account information changes, you must update your account information through Geoscape Developer.

4.7   If we reasonably suspect that you do not comply with this clause 4, we may suspend or close your account.

5   Free subscription plans

5.1   We offer free subscription plans at our discretion.

5.2   We can withdraw, limit eligibility or change the conditions of free subscription plans at any time, considering only our own interests and not the effect of any of these actions on you.

5.3   We can use any information available to us to determine eligibility for free subscription plans.

5.4   If we withdraw a free subscription plan that you have subscribed to or determine that you are not eligible for a free subscription plan, you will not be able to access Geoscape APIs that were subject to the free subscription plan until you agree to a paid subscription plan for those Geoscape APIs.

6   Free trial access

6.1   We offer free trial access to Geoscape APIs at our discretion.

6.2   We may withdraw, limit eligibility or change the conditions of free trial access at any time, considering only our own interests and not the effect of any of these actions on you.

6.3   We may use any information available to us to determine eligibility for free trial access.

6.4   After any free trial period has ended, or if we withdraw free trial access or determine that you are not eligible for it, you will not be able to access Geoscape APIs that were subject to the free trial until you agree to a subscription plan for those Geoscape APIs.

We also offer paid subscription plans. You can read about our standard plans [here](#).

To subscribe to a paid plan, you need to provide a valid payment method and keep it up to date.

We use Stripe to process your payments. By making payment, you agree to the [Stripe Services Agreement](#).

Fees are payable monthly or yearly in advance from the date you subscribe.

For example, if you subscribe to a monthly subscription plan on the 30th of a month, you will be charged on the 30th of each subsequent month (except for in February, when you will be charged on the last day of the month).

Fees are based on the usage allowed by your subscription plan, not your actual usage.

If any payment fails and you do not rectify the non-payment, we may suspend your access.

Unless we tell you otherwise, all fees are GST inclusive.

7   Paid subscription plans

7.1   Some Geoscape Developer products and services are only available if you have a paid subscription plan. You can subscribe to a paid plan through your Geoscape Developer account or by agreeing to a custom subscription plan offered to you by us.

7.2   When you subscribe to a paid plan, you must provide a valid payment method. You can update your payment method at any time through your Geoscape Developer account settings.

7.3   Fees must be paid using payment processing services provided by Stripe Payments Australia Pty Ltd and are subject to the Stripe Services Agreement found [here](#) (**Stripe Terms**). You should review the Stripe Terms before paying, as you will be taken to have agreed to the Stripe Terms and will be bound by them, as modified by Stripe Payments Australia Pty Ltd from time to time, when you do so.

7.4   Fees are payable monthly or yearly in advance from the date that you subscribe, depending on the subscription plan you select. If you subscribe to a monthly plan on the 29th, 30th or 31st of a month or a yearly plan on 29 February, we will charge you on the last day of the month when those dates do not arise in a month or year.

7.5   You authorise us to charge you your subscription fees for the next subscription period unless you cancel your subscription in accordance with clause 25 prior to the end of your current subscription period.

7.6   All fees are based on the usage limits described in your subscription plan, not your actual usage.

7.7   You are responsible for ensuring that your nominated payment method is valid and has sufficient funds to pay the subscription fees. If your payment fails and you do not update your payment method and rectify the non-payment, we may immediately suspend your access to Geoscape APIs until we have received the outstanding payment in full.

7.8   Unless otherwise stated, all fees include GST and any other taxes, levies or duties payable.

Subscriptions plans have defined usage limits. You can read about the limits in our standard plans [here](#).

If you hit your limit, we will let you know and your access will be suspended until the start of your next subscription period.

Alternatively, you can enable overage so that you can keep using Geoscape APIs. If you do, we will charge you for usage beyond your limit as described in your subscription plan.

Overage fees are automatically charged as part of your next billing cycle.

If you need usage limits that are higher than the ones offered in our standard subscription plans, please contact support@geoscape.com.au to talk to us about custom subscription

8   Usage limits and overage

8.1   Usage limits measured in transactions, credits or API calls apply and are set out in your subscription plan. Usage limits will reset at the beginning of each subscription period.

8.2   If you reach your usage limit, we will notify you by email, and:

(a)   we may suspend your access to Geoscape APIs until the beginning of your next subscription period; or

(b)   if you have enabled overage usage, we will allow you to exceed your usage limits and charge you for any usage above those limits at the rates set out in your subscription plan.

8.3   Overage fees are charged automatically and payable in arrears:

(a)   with the fees for your next subscription period or as otherwise specified in your subscription plan or nominated by you through your Geoscape Developer account; or

(b)   if you cancel your subscription, at the end of your

plan.

subscription period.

8.4 You can enable overage through your Geoscape Developer account or by agreeing to a custom subscription plan that we offer you. If you enable overage through your Geoscape Developer account, you can also disable overage through your account. If you enable overage through a custom subscription plan, you will need to agree any changes to that custom subscription plan with us.

You can only use Geoscape APIs and related documentation for the purposes of creating, maintaining and delivering your Apps while you have an agreement with us.

You can only use our Data (and material created using our Data) personally or internally within your own business for the purposes of your day-to-day business operations. You can use it for as long as you like, provided you use it only as permitted by your agreement with us.

Note: Specific terms for a Geoscape API may grant additional permissions or impose additional restrictions on the use of our Data accessible through that API.

To protect us and our other customers, conditions apply to your use of our products and services. You must:

- *only offer access to them through your Apps*

- *only permit use of our Data (and material created using our Data) for personal or internal business use*

- *not proxy them to offer a competitive service*

- *not allow your Apps to cache their responses*

- *not use them in any way that threatens their security, integrity or availability*

- *not use our Data (or material created using our Data) to develop capability, products or other material for commercialisation*

- *not reverse engineer or disassemble our Data or attempt to derive any process or source code used to create our Data*

- *not use them in any Apps that don't have appropriate instructions and warnings*

- *ensure that your Apps use them in secure way*

9 Permitted use

9.1 We grant you a world-wide, non-exclusive, revocable, non-transferrable licence to use:

(a) Geoscape Developer, Geoscape APIs, and the API keys or tokens we provide to you to enable your access to Geoscape APIs personally or internally within your own business and only for the purposes of creating, maintaining and delivering your Apps during the term of your Geoscape Developer Agreement;

(b) Developer Documentation personally or internally within your own business and only for the purposes of helping you understand and use Geoscape APIs and our Data to support your creation, maintenance and delivery of your Apps during the term of your Geoscape Developer Agreement; and

(c) our Data and Derived Material accessed by you through Geoscape APIs and any further Derived Material created by you personally or internally within your own business and only for the purposes of your day-to-day business operations in perpetuity, subject to any specific terms that apply to the use of Data made available through a Geoscape API. For the avoidance of doubt, Data or Derived Material accessed by your End Users through your Apps should not be used by you unless you have made your own separate calls to Geoscape APIs to access that Data or Derived Material.

9.2 You must:

(a) only make Geoscape APIs, our Data and Derived Material available to third parties through your Apps (that is, you must not resell, distribute, sublicense, or otherwise make them available on a standalone basis);

(b) only permit End Users to use our Data and Derived Material personally or internally within their own business for the purposes of their day-to-day business operations, subject to any specific terms that apply to the use of Data made available through a Geoscape API;

(c) not proxy Geoscape APIs for the purposes of offering a service that is competitive with Geoscape APIs;

(d) ensure that your Apps do not cache, download or persistently store Geoscape API responses;

(e) not use Geoscape Developer or Geoscape APIs in any way that threatens their security, integrity or availability (including by exceeding any throughput rates set out in your subscription plan or conducting performance or stress tests) or in any way that works around any of their technical limitations;

(f) not use our Data or Derived Material to develop capability (including machine learning capability), products, services, outputs or other material (including

- *not use them with other material that would make them subject to open licence terms*

- *not use them for anything illegal, damaging or inappropriate*

- *cooperate with us in relation to your use of them and provide us with relevant information*

- *comply with all applicable laws*

You can allow your contractors to use our products and services on your behalf, but you're responsible for their use and making sure it corresponds with your agreement with us.

machine learning algorithms) for commercialisation or potential commercialisation, noting that you are permitted to use Geoscape APIs to create Apps;

(g) not reverse engineer, disassemble, decompile or adapt our Data or Derived Material or otherwise attempt to derive any processes, data structures, algorithms or source code used to create our Data;

(h) not use Geoscape APIs, our Data or Derived Material in Apps that lack any legally-required or otherwise appropriate instructions, warnings, notices and safety information;

(i) use appropriate technological and security measures to ensure that access and use of Geoscape APIs by you and through your Apps is secure;

(j) not use Geoscape APIs, Developer Documentation, our Data or Derived Material in any manner or with any other material that may make them subject to any open source software, open content or open database licence terms that would (A) cause their disclosure or distribution in whole or in part; (B) grant licences to any derivative works of them in whole or in part (C) cause their redistribution in whole or in part at no charge, as a condition for use, modification or distribution of the other material; or (D) otherwise restrict or impact their licensing or other use in whole or in part;

(k) not use Geoscape Developer, Geoscape APIs, Developer Documentation, your Apps, our Data, or Derived Material for anything that, in our reasonable opinion, may be illegal, deceptive, misleading, unethical, incorrect, offensive, defamatory, or detrimental to our interests or reputation, may infringe any third party rights, or be otherwise inappropriate;

(l) cooperate with us in relation to matters relating to your Geoscape Developer Agreement and provide us with access to information relating to your use and, where applicable, your End Users' use of Geoscape Developer, Geoscape APIs, Developer Documentation, your Apps, our Data or Derived Material; and

(m) comply with all Laws applicable to use of Geoscape Developer, Geoscape APIs, Developer Documentation, your Apps, our Data and Derived Material.

9.3 Where applicable, you must take all reasonable steps to ensure that your End Users comply with clause 9.2. as though they were you.

9.4 Notwithstanding the restrictions in clauses 9.1 and 9.2, you may allow your contractors to use Geoscape Developer, Geoscape APIs, Developer Documentation, our Data, and Derived Material on your behalf and exclusively for your benefit on the condition that:

(a) you are responsible for your contractors' use being in accordance with your Geoscape Developer Agreement as though your contractors are you;

(b) any use that is not in accordance with your Geoscape Developer Agreement will be deemed to be a breach of your Geoscape Developer Agreement;

(c) you ensure that your contractors stop using our products and services and do not retain any copies of Geoscape Data or Derived Material when they complete their work for you; and

(d)   you ensure that any termination or revocation of your rights granted under clause 9.1 will result in a corresponding termination or revocation of your contractors' rights.

10   End User access

10.1   If you make an App available to an End User, you must first put in place a legally binding agreement with the End User that reflects your obligations under your Geoscape Developer Agreement and otherwise meets the requirements of any specific terms applicable to the Geoscape APIs used by the App.

10.2   Where a term of your Geoscape Developer Agreement requires you to take reasonable steps to do something that requires the cooperation of an End User or to get an End User to do or refrain from doing something, those reasonable steps include incorporating into your agreement with the End User an obligation for the End User to cooperate as required or to either do or refrain from doing that thing.

10.3   You must take all reasonable steps to ensure that your End Users comply with their agreements with you and with any other terms required by the specific terms applicable to the Geoscape APIs used by an App.

10.4   If you become aware of any conduct by an End User that is in breach of the terms of their agreement with you or any other terms required by the specific terms applicable to the Geoscape APIs used by an App, you must promptly notify us and comply with our reasonable directions in relation to the breach, which may include:

(a)   issuing a notice to the End User notifying them of the breach and requiring that it be remedied;

(b)   suspending the End User's access to your Apps and rights to use our Data and Derived Material; and

(c)   ending the End User's access to your Apps and, where applicable, revoking their rights to use our Data and Derived Material.

10.5   If you breach this clause 10, we may give you notice of the breach and, on the giving of such notice, you irrevocably appoint us as your agent for the purposes of enforcing your rights against an End User as they relate to use of Geoscape APIs, our Data or Derived Material. You must take all reasonable steps to ensure that End Users do not challenge the validity of our appointment.

11   User Data

11.1   When you and your End Users use Geoscape Developer and Geoscape APIs, we may monitor that use and collect information about it, including information that you or your End Users process through Geoscape APIs (for example, addresses to be verified) (**User Data**).

11.2   User Data also includes any information you provide to us about errors, suggested corrections or improvements for our products and services.

11.3   We may use User Data and disclose it to third parties for the purposes of improving our products and services.

11.4   If User Data includes Personal Information, we will handle it in accordance with Privacy Laws and our privacy policy. We will

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You must only offer access to Geoscape APIs, our Data and Derived Material through your Apps.

When you make an App available to your End Users, you need to have a legally binding agreement with them and meet the requirements of any specific terms applicable to the Geoscape APIs used by the App.

Your agreements with your End Users need to reflect and support your obligations under your agreement with us.

You need to make sure your End Users use your Apps (and our products and services available through them) only as permitted.

If you find out that your End User is doing something they shouldn't, you need to let us know promptly and cooperate with us to address that. If you don't, we may step into your shoes to take action against the End User.

We're always looking to improve our products and services. So, we may collect information about use of Geoscape Developer and Geoscape APIs.

We also encourage you to let us know if you identify any errors or have ideas about improvements.

We can use and disclose any such information to improve our products and services. And we will handle it in accordance with privacy laws and our privacy policy.

If any such information is

incorporated into our products and services, it will belong to us and we can provide it to other customers.

use reasonable endeavours to de-identify User Data before it is:

(a) incorporated within our products or services; or

(b) disclosed to third parties for the purposes of improving our products and services.

11.5 If any User Data is incorporated within our products or services, any Intellectual Property Rights in such User Data as it forms part of our products or services vest in us upon creation. The incorporation of User Data does not restrict our rights to distribute our products and services to our other customers.

Things change and eventually come to an end. Over time, that may include some of our products and services.

We'll let you know in advance about any significant changes, particularly if any aren't going to be backwards-compatible.

You're responsible for making sure that your Apps remain compatible with Geoscape APIs.

If we discontinue any products or services, your agreement will be varied accordingly to remove them and any fees payable specifically for them. And we'll refund you any fees you've paid in advance specifically for the discontinued products or services.

If you don't want to continue your subscription plan because we're making changes that reduce the overall functionality of Geoscape APIs for you, you can cancel your subscription plan. You'll need to pay your subscription fees up to the cancellation date, but we'll refund you any amounts you've paid for beyond that date.

12 Modification or discontinuation

12.1 You acknowledge that we may:

(a) modify the features and functions of Geoscape APIs, including our Data delivered through them; and

(b) discontinue the availability of any Geoscape APIs or our Data,

at our discretion (**a Modification or Discontinuation Event**).

12.2 We will give you notice of any significant Modification or Discontinuation Events in advance where we can reasonably do so. If the changes resulting from a Modification or Discontinuation Event are not backwards-compatible, we will use reasonable efforts to let you know at least 90 days prior to their implementation.

12.3 You are responsible for ensuring that your Apps remain compatible with the current Geoscape APIs.

12.4 If we discontinue the availability of any Geoscape APIs or Data as part of a Modification or Discontinuation Event, we may by notice to you vary your Geoscape Developer Agreement to remove the relevant Geoscape APIs or Data and any fees payable specifically for the discontinued Geoscape APIs or Data. If you have paid any fees in advance specifically for the discontinued Geoscape APIs or Data, we will refund you those fees on a pro-rata basis.

12.5 If you do not want your subscription plan to continue because a Modification or Discontinuation Event materially decreases the overall functionality for you of Geoscape APIs, you can cancel your subscription plan by demonstrating that impact to us and giving us notice within 30 days of receiving our notice under clause 12.2. The cancellation will take effect on the date nominated by you in your notice. You will be liable for your subscription fees up to the date on which your subscription plan is cancelled. However, we will refund to you any fees you have paid in advance for the period beyond that date on a pro-rata basis.

12.6 The refunds and right to cancel your subscription under this clause 12 are your sole remedy against us in respect of any Modification or Discontinuation Event.

Intellectual property is important to us and we always reserve our rights.

We promise that we're entitled to grant you rights to use our products and services, and that if you use them in accordance with your agreement with us, you won't infringe

13 Intellectual Property

13.1 There is no transfer of any Intellectual Property Rights in Geoscape Developer, Geoscape APIs, our Data, the Developer Documentation or any other products or services we provide to you under your Geoscape Developer Agreement. We reserve any Intellectual Property Rights not expressly granted to you

anyone else's rights.

You must let us know if someone may be infringing our rights or if anyone alleges that use of our products and services or any User Data infringes their rights.

You must cooperate with us to address any such infringement, including by keeping us informed and complying with our reasonable directions relating to the infringement.

under your Geoscape Developer Agreement.

13.2 Subject to clause 14, we warrant that we are entitled to grant you the licence in clause 9.1 and that the grant of that licence does not infringe the Intellectual Property Rights of any third parties.

13.3 You must notify us as soon as practicable if you become aware of any:

(a) actual, suspected or anticipated infringement of our Intellectual Property Rights in Geoscape Developer, Geoscape APIs, Developer Documentation or our Data; or

(b) use of Geoscape Developer, Geoscape APIs, Developer Documentation, our Data, Derived Material or User Data that infringes, or is alleged to infringe, the Intellectual Property Rights or other third party rights.

13.4 Where you notify us in accordance with clause 13.3 or we otherwise become aware of any such rights infringement, you must:

(a) provide us with all relevant details regarding the infringement;

(b) provide us with prompt updates on any developments regarding the infringement; and

(c) comply with any reasonable directions from us relating to the infringement, including ceasing use of Geoscape Developer, Geoscape APIs, Developer Documentation or Data immediately on request from us.

13.5 If we direct you to cease using Geoscape Developer, Geoscape APIs, Developer Documentation or Data pursuant to clause 13.4(c), we may at our discretion:

(a) refund you your subscription fees in respect of the affected products or services; or

(b) obtain replacement products or services for you.

Some of the source data we use is open and may be licensed directly to you under an open licence.

Information about any such open data and its open licence terms is available here.

14   Open Data

14.1 You acknowledge that:

(a) our Data may be derived from or based upon Open Data;

(b) notwithstanding any other term of your Geoscape Developer Agreement, to the extent that any such Open Data subsists in our Data, it is licensed directly to you under its open licence terms and is not licensed or sub-licensable under your Geoscape Developer Agreement; and

(c) information about any such Open Data and its open licence terms is set out in the Geoscape Copyright Notice and Disclaimer.

Our Data is subject to the [Geoscape Copyright Notice and Disclaimer](#).

You should read it for yourself, but in summary it:

- *acknowledges our copyright in our Data and the copyright of our data providers*

- *explains that our Data is provided*

15   Copyright notices

15.1 Our Data is subject to the Geoscape Copyright Notice and Disclaimer.

15.2 You must take all reasonable steps to ensure that your Apps, our Data and any Derived Material, bear or appropriately reference the copyright and disclaimer information set out in the Geoscape Copyright Notice and Disclaimer. This information must be no less prominent than any other

'as is'

- *excludes liability for losses arising from using our Data.*

You must include the Geoscape Copyright Notice and Disclaimer with your Apps and copies of our Data (and any material created using it).

You mustn't remove copyright and disclaimer information embedded in Geoscape API responses.

We think our products and services are valuable. But you acknowledge that you need to make up your own mind about that, and not rely on what anyone else says they can do for you or others.

We provide our products and services 'as is'. This means that we don't make any promises about how accurate, complete, fit for purpose or reliable they are.

All this is subject to any rights you may have under the Australian Consumer Law.

copyright information provided.

15.3 For clarity, referencing the information set out in the Geoscape Copyright Notice and Disclaimer in the following manner is appropriate:

(a) for your Apps or any Derived Material:

"Incorporates or developed using [insert name of Data used] © Geoscape Australia [insert year of the App or Derived Material] Copyright and Disclaimer Notice"; or

"Incorporates or developed using [insert name of Data used] © Geoscape Australia [insert year of the App or Derived Material] for Copyright and Disclaimer Notice see geoscape.com.au/legal/data-copyright-and-disclaimer"; and

(b) for our Data obtained through your Apps:

"[insert name of Data] © Geoscape Australia [insert year Data is obtained] Copyright and Disclaimer Notice"; or

"[insert name of Data] © Geoscape Australia [insert year Data is obtained] for Copyright and Disclaimer Notice see geoscape.com.au/legal/data-copyright-and-disclaimer".

15.4 Where a reference to the Geoscape Copyright Notice and Disclaimer is embedded in Geoscape API responses, you must not remove those references or allow them to be removed.

15.5 You must comply with our additional reasonable directions about the form and content of the copyright and disclaimer information described in this clause 15.

16   Disclaimers

16.1 You acknowledge that you have made your own assessment of Geoscape Developer, Geoscape APIs, Developer Documentation and our Data and have not relied on any information or advice given by us, or any person purporting to represent us, regarding these products and services and whether they are reasonably fit for any purpose for which they will be used by you or your End Users.

16.2 Geoscape Developer, Geoscape APIs, Developer Documentation and our Data are provided 'as is' and we do not make any representations or provide any warranties (express or implied) about their accuracy or completeness, their fitness for any particular purpose or that they are without errors or faults. Any availability guarantees will be as specified in your Geoscape Developer support plan.

16.3 Notwithstanding the above, if you are a Consumer, nothing in your Geoscape Developer Agreement should be interpreted as attempting to exclude, limit or modify Consumer Guarantees available to you under the Australian Consumer Law that cannot be excluded, restricted or modified. Your remedies for any breach of a Consumer Guarantee that cannot be excluded, will, to the extent permitted by law, be limited at our option to replacing or repairing products, resupplying services, supplying equivalent products or services, or paying the cost of replacing or repairing products, resupplying services, or supplying equivalent products or services.

17 Source data providers

17.1 You acknowledge and agree that:

(a) our Data may include, be derived from or based on source data from third party providers;

(b) our source data providers have not provided any representations or warranties about the accuracy or completeness of their source data or our Data, or their fitness for any particular purpose; and

(c) our source data providers may rely on the acknowledgements and disclaimers set out in clause 16 to the extent that they relate to their source data; and

(d) our source data providers will not be liable to you or your End Users for any inaccuracy or incompleteness of their source data or our Data, or any use of our Data by you or your End Users.

18 Support and availability

18.1 We will provide support services and use reasonable endeavours to ensure that Geoscape Developer and Geoscape APIs are available to you as set out in your support plan, or other additional or custom terms agreed with us.

18.2 We do not provide support to your End Users. You are solely responsible for supporting your End Users.

18.3 We may suspend, limit or throttle access to and the availability of Geoscape Developer and Geoscape APIs:

(a) to address any emergency, misuse or threat to the operation of Geoscape Developer and Geoscape APIs, actual or perceived;

(b) to comply with any applicable Laws, or to respond to requests or demands of a government entity; or

(c) pursuant to a privacy or copyright 'notice and take down' request or other alleged violation of Intellectual Property Rights or other third party rights.

We will notify you as soon as practicable of any such suspension or limitation.

19 Beta Geoscape APIs

19.1 From time to time, we may offer access to beta Geoscape APIs that we have not officially released for commercial use. Beta Geoscape APIs are made available for the purposes of testing and assessment only. All beta Geoscape APIs are subject to ongoing development and may not reach the level of performance of an officially released Geoscape API. We may decide not to officially release any beta Geoscape API for commercial use at our discretion.

19.2 Your use of any beta Geoscape API is entirely at your own risk.

19.3 We can change any version of a beta Geoscape API or withdraw its availability at any time.

19.4 You must not use a beta Geoscape API for commercial purposes (that is, purposes intended to generate profit or monetary compensation) without our prior written consent.

19.5 If you agree to join our beta Geoscape API program, you become a beta tester for any beta Geoscape APIs to which you have access and we may ask you to provide comments,

suggestions and any other feedback on those beta Geoscape APIs. We may use any information that you provide to us in relation to a beta Geoscape API for any purpose.

19.6 You can leave the beta Geoscape API program at any time by notifying us.

19.7 The support and availability offered under clause 18 does not apply to beta Geoscape APIs. You can contact us at beta@geoscape.com.au for technical support in relation to beta Geoscape API. However, we are under no obligation to resolve any faults or errors in a beta Geoscape API.

19.8 In relation to any beta Geoscape API to which you have access, we will notify you if we:

(a) significantly change a version of the beta Geoscape API;

(b) release a new version of the beta Geoscape API;

(c) withdraw the availability to you of a beta Geoscape API; or

(d) decide to officially release or not to officially release the beta Geoscape API.

20 Publicity

So, you want to use the fact that you use our products and services to promote your App? Fantastic! You can do so provided you acknowledge us properly, cooperate with us and don't do anything that might hurt our reputation.

Unless you tell us otherwise, we can also use your trade marks on our website and in other marketing material to acknowledge that you are a Geoscape API customer.

20.1 If you publicise your use of Geoscape APIs or our Data, you must do so in a manner that:

(a) acknowledges us as the source of Geoscape APIs or our Data;

(b) does not, in our reasonable opinion, adversely affect our reputation; and

(c) is in accordance with our reasonable directions, which may include a direction to discontinue publicising your use of Geoscape APIs or our Data if you breach your Geoscape Developer Agreement.

20.2 Unless you provide us with written notice stating otherwise, we may display your trade marks (registered or unregistered) on our website and in other marketing material for the purpose of indicating that you are a Geoscape API customer. We will comply with your reasonable directions regarding the form of your trade marks, for example, in relation their completeness, scale and colour.

21 Privacy

You mustn't breach any Privacy Laws or do anything that might cause us to breach our obligations under Privacy Laws.

You must protect Personal Information by setting up appropriate safeguards and security measures.

You promise that you have consent to give us any Personal Information that you provide and will try to make sure that your End Users also have consent to give us any Personal Information that they provide through their use of your Apps.

21.1 You must comply (and ensure that your personnel are aware of and comply) with all Privacy Laws and any recommendations made or guidelines issued by the Office of the Australian Information Commissioner.

21.2 You must:

(a) take all reasonable steps to protect Personal Information in your possession or control from misuse, loss, unauthorised access, modification or disclosure, including implementing and maintaining appropriate administrative, physical, and technical safeguards and security measures; and

(b) not do (or omit to do) anything with respect to Personal Information that causes or is likely to cause us to be in breach of our obligations under any Privacy Laws.

21.3 You warrant that you have consent to disclose any Personal

Information that you provide to us in connection with your Geoscape Developer Agreement, and that you will use reasonable endeavours to ensure that your End Users also have consent to disclose any Personal Information that they disclose to us in the course of their use of your Apps.

You must use our products and services securely and keep any copies safe from unauthorised access.

You need to monitor your devices and systems for Data Breaches. If you become aware of a Data Breach or that one may occur, you need to tell us as soon as you can.

You must try to contain any Data Breach and remedy or limit any damage caused. You also need to provide us with a report about what happened, cooperate with us and take action to make sure that kind of Data Breach doesn't happen again.

22   Security

22.1   You must take all reasonable steps to ensure you keep Geoscape Developer, Geoscape APIs, Developer Documentation, our Data and Derived Material secure from misuse, loss, unauthorised access, modification or disclosure.

22.2   You must, in accordance with your industry best practice, monitor any systems used by you to access, process, hold or store Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material for actual or suspected Data Breaches.

22.3   If you become aware of a Data Breach or potential Data Breach, you must:

(a)   notify us as soon as practicable;

(b)   use your best endeavours to promptly identify the cause of the Data Breach or potential Data Breach;

(c)   use your best endeavours to prevent any potential Data Breach from becoming an actual Data Breach;

(d)   promptly take all reasonable steps to contain a Data Breach and remedy or limit any damage caused;

(e)   promptly provide us with a written report that covers the cause (or suspected cause) cause of the Data Breach or potential Data Breach, your procedure for containing it, any damage caused and the steps taken to remedy or limit any damage; and

(f)   promptly disclose to us any information relevant to a Data Breach or potential Data Breach as reasonably requested by us; and

(g)   co-operate with us and provide us with all reasonable assistance in investigating a Data Breach or potential Data Breach; and

(h)   take all necessary steps to prevent any recurrence of a Data Breach or potential Data Breach.

We both agree to keep each other's confidence and only use each other's Confidential Information for the purposes contemplated by your agreement with us.

If either of us suspects a breach of the other's confidentiality, we must immediately let each other know and try to stop any further unauthorised use or disclosure.

23   Confidentiality

23.1   Both parties:

(a)   may use each other's Confidential Information solely for the purposes reasonably contemplated by your Geoscape Developer Agreement;

(b)   subject to 23.1(c) must keep confidential each other's Confidential Information; and

(c)   may disclose each other's Confidential Information only to:

(i)   their employees, contractors and professional advisors who:

(A)   are aware and agree that the Confidential Information must be kept confidential; and

(B)   have a need to know the Confidential

Information (and only to the extent that each has a need to know);

(ii) as required by law or securities exchange regulation; and

(iii) with the prior written consent of the other party.

23.2 Each party must notify the other immediately if they become aware of any breach of confidentiality in respect of the other's Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

24 Audit

We can audit you if we give you at least 5 Business Days' notice. You must cooperate and give us the information and access we need to do so.

If an audit reveals that you haven't met your obligations, you'll need to fix that, and we can suspend your access until you do.

If you've seriously breached your agreement with us, you'll need to pay the audit cost.

24.1 We may conduct an audit at any time on not less than 5 Business Days' notice to you.

24.2 You must, on request by us or our nominee, provide all requested documents and materials that relate to your Geoscape Developer Agreement and allow all necessary access to your systems and relevant employees, officers, agents, contractors and other representatives to verify compliance with your Geoscape Developer Agreement (including your privacy and data security obligations).

24.3 If an audit identifies any breach of your obligations under your Geoscape Developer Agreement:

(a) you must take all reasonable actions necessary to address the breach to our reasonable satisfaction; and

(b) we may suspend your Geoscape Developer Agreement (including access to our Geoscape APIs) until such a time as you take all reasonable actions in accordance with clause 24.3(a).

24.4 Where an audit reveals that you have materially breached your Geoscape Developer Agreement, you must pay for the cost of the audit.

24.5 Nothing in this clause 24 limits our ability to terminate your Geoscape Developer Agreement.

25 Cancellation of subscription plans

You need to give us 24 hours' notice to cancel a monthly paid subscription plan and 21 days' notice to cancel a yearly paid subscription plan. Your cancellation of a paid plan will be effective at the end of the subscription period that covers your notice. For example, if you give 21 days' notice on 15 March to cancel a paid yearly plan that started on 1 April, your cancellation will be effective on 31 March of the following year.

If you cancel your subscription, you won't be entitled to any refunds.

We can cancel your subscription on 30 days' notice. If we do, you can continue to use our APIs until the end of subscription period during which the 30 day notice period expires.

We can also cancel your subscription on 7 days' notice if your subscription

25.1 You can cancel:

(a) a monthly paid subscription plan by giving us at least 24 hours' notice; and

(b) a yearly paid subscription plan by giving us at least 21 days' notice,

through your Geoscape Developer account or by notifying us by email. The cancellation will be effective at the end of the subscription period during which your notice period expires. If we are offering a free subscription plan at that time, you will then agree to that free subscription plan by default.

25.2 You will not receive any refund of fees or other amounts paid to us if you cancel a paid subscription plan.

25.3 Any free subscription plan for a Geoscape API will be automatically cancelled if you subscribe to a paid subscription plan for that Geoscape API. You can otherwise cancel a free subscription plan at any time by closing your Geoscape Developer account.

25.4 We can cancel your subscription plan by giving you at least 30

plan is affected by changes in the law, your business or our arrangements with our providers. If we do that, we'll refund any fees you've paid in advance on a pro-rata basis.

days' notice. If we cancel your subscription plan under this clause, the cancellation will be effective at the end of the subscription period during which our 30 day notice period expires.

25.5 If there has been a change in any Laws, your business or our arrangements with providers affecting your subscription plan, we can cancel your subscription plan by giving you at least 7 days' notice. If we cancel your subscription plan under this clause:

(a) the cancellation will be effective at the end of the notice period; and

(b) we will refund to you any fees you have paid in advance for the period beyond that date on a pro-rata basis.

You can terminate your agreement if we:

- *breach our agreement, and don't fix it within 14 days of you asking us to;*

- *breach our agreement and that breach can't be fixed*

- *become insolvent.*

We can terminate or suspend your agreement if you:

- *use our products or services for a purpose that is not permitted under your agreement with us*

- *allow unauthorised access to or use of our products or services*

- *breach your agreement, and don't fix it within 14 days of us asking you to*

- *breach our agreement and that breach can't be fixed*

- *become insolvent*

- *have done something against the law*

- *otherwise damage our reputation or other interests*

We can also terminate your agreement if all your subscription plans are cancelled or expire.

If you terminate your agreement under this clause (or we terminate under clause 33 because you've rejected our proposed variation) we'll refund any fees you've paid in advance on a pro-rata basis.

26 Termination

26.1 Without limiting your other rights under your Geoscape Developer Agreement, and to the extent permitted by law, you can terminate your Geoscape Developer Agreement with immediate effect by written notice to us:

(a) if we have breached any term of your Geoscape Developer Agreement and:

(i) if the breach is capable of remedy, we have not remedied the breach within 14 days of receiving notice from you requiring the breach to be remedied; or

(ii) the breach is not capable of remedy; or

(b) if we are subject to an Insolvency Event.

26.2 Without limiting our other rights under your Geoscape Developer Agreement, and to the extent permitted by Law, we may terminate or suspend your Geoscape Developer Agreement, or any part of it, with immediate effect by written notice to you if we have reasonable grounds to suspect that you:

(a) have used Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material for a purpose that is not permitted by your Geoscape Developer Agreement;

(b) have allowed unauthorised access to or use of Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material;

(c) have breached any other term of your Geoscape Developer Agreement and:

(i) if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice from us requiring the breach to be remedied; or

(ii) the breach is not capable of remedy;

(d) are subject to an Insolvency Event;

(e) have contravened any Laws; or

(f) have otherwise caused damage to our reputation, goodwill or other interests by your act or omission.

26.3 We may also terminate your Geoscape Developer Agreement if all your subscription plans are cancelled or expire for any reason.

26.4 Where your Geoscape Developer Agreement terminates in accordance with clauses 26.1 or 33.3, we will refund to you any fees you have paid in advance on a pro-rata basis.

27 Effect of termination

When your agreement ends, so do your subscription plans and your rights to use our services. Your Geoscape Developer account will be closed.

If you owe us any money, it becomes payable immediately.

You allow us to step into your shoes to take action against End Users in relation their use of our Data (or material created using it).

You must stop identifying yourself as a user of our products and services.

If we terminate your agreement because of your default, we may also end your rights to use our Data and material created using our Data. If we do, we may also require you to permanently delete it all.

27.1 On termination of your Geoscape Developer Agreement for any reason:

(a) all your subscription plans will be cancelled and your Geoscape Developer account will be closed;

(b) you must immediately pay any fees or other amounts due to be paid to us;

(c) you irrevocably appoint us as your agent for the purposes of enforcing your rights against your End Users as they relate to use of Geoscape APIs, our Data and Derived Material and you must take all reasonable steps to ensure that such End Users do not challenge the validity of that appointment;

(d) you must not identify yourself in any way as a user of Geoscape APIs or our Data;

(e) each party retains the rights it had against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by Law; and

(f) you must comply with our reasonable directions regarding the termination.

27.2 On termination of your Geoscape Developer Agreement in accordance with clause 26.2, we may revoke your licence to use our Data and Derived Material by notice to you. If this occurs, you must within 14 days of a request by us:

(a) promptly and permanently delete any Data and Derived Material in your control or possession; and

(b) sign and return to us a statutory declaration confirming your compliance with this clause 27.2, in a form that is satisfactory to us.

28 Limitation of liability

As is standard market practice, we limit our liability to you and neither of us will be liable to each other for consequential losses.

28.1 Our maximum aggregate liability to you for any Losses suffered by you in connection with your Geoscape Developer Agreement, however caused, including by our negligence, is limited to the Liability Cap per event or series of related events.

28.2 Neither party will be liable for any Consequential Losses arising from or in connection with your Geoscape Developer Agreement.

29 Indemnities

We agree to cover each other's losses in certain circumstances.

You agree to cover our losses that result from any misuse of our products or services by or through you, or any use of your Apps or material created using our Data.

We agree to cover your losses that result from claim that our products or services infringe someone else's rights except in certain

29.1 You agree to indemnify us and our directors, officers, employees, agents, and contractors from and against all Claims and Losses reasonably incurred as a result of any use:

(a) by or through you of Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material for a purpose or in a manner that is not permitted by your Geoscape Developer Agreement; or

(b) of, or inability to use, your Apps or any other Derived Material created pursuant to your Geoscape Developer

circumstances, like where you've changed our products or services and those changes contribute to the claim or where you don't use the updates we supply. If you want us to cover these types of losses, you have to cooperate with us in relation to any claim and let us handle the legal proceedings.

We both have to try to mitigate any losses we do suffer.

If our own negligence contributes to a loss, we can't recover from each other to that extent.

Agreement.

29.2 We agree to indemnify you from and against all Claims and Losses reasonably incurred as a result of a third party claim against you alleging that use of Geoscape Developer, Geoscape APIs, Developer Documentation or our Data infringes the Intellectual Property Rights of any person. However, we will not indemnify you:

(a) to the extent you make any modifications to our products or services and those modifications contribute to the Claim or Losses;

(b) where you use our products or services in combination with any hardware, software or other products or services in a manner that causes the actual or alleged infringement;

(c) where the infringement arises due to your failure to use an update for our products or services that is made available to you by us;

(d) where you do not comply with any specifications or directions provided by us relating to our products or services; or

(e) where the actual or alleged infringement arises due to use of our products or services for a purpose or in a manner that is not permitted by your Geoscape Developer Agreement.

29.3 To rely on the indemnity in clause 29.2, you must:

(a) allow us to conduct any legal proceedings;

(b) provide us with all reasonable assistance to allow us to defend any Claim;

(c) follow any reasonable direction we give you; and

(d) not settle or make any admissions of liability without first obtaining our prior written consent.

29.4 Each party must mitigate its Losses that would otherwise be recoverable from the other party under your Geoscape Developer Agreement by taking appropriate and commercially reasonable steps to reduce or limit the amount of such Losses.

29.5 Each party's liability to indemnify the other party under this clause 29 will be reduced proportionally to the extent that any negligent act or omission of the indemnified party contributed to the Claim or Loss.

30 Dispute Resolution

If we have a disagreement, we promise to be fair and reasonable with one another and do our best to resolve any dispute ourselves. If we can't, we may go to mediation before we decide to go to court.

If the nature of the dispute urgently requires it, either of us may seek a court order while we're working to resolve the dispute.

30.1 If any dispute arises between the parties in connection with your Geoscape Developer Agreement, then both parties will first attempt to resolve the dispute by negotiation in good faith. If the dispute is not resolved within 20 Business Days of the date on which notice of the dispute is given by a party, either party may submit the dispute to mediation in accordance with this clause 30.

30.2 The mediation procedure will be:

(a) either party may start mediation by serving a mediation notice on the other party on expiration of the 20 Business Day period referred to in clause 30.1;

(b) the notice must state that a dispute has arisen and identify what the dispute is;

(c) the parties should jointly appoint a mediator but if the

parties fail to agree on the appointment within five Business Days of service of the mediation notice under clause 30.2(a), either party may apply to the Resolution Institute to appoint a mediator;

(d) once a mediator has accepted their appointment, the parties must comply with the mediator's instructions;

(e) the mediation will be held in Canberra, Australian Capital Territory, Australia in accordance with the mediation rules of the Resolution Institute; and

(f) if the dispute is not resolved within 20 Business Days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

30.3 The mediator may fix the costs for mediation, including the mediator's costs, which must be paid equally by the parties.

30.4 The mediation is confidential and statements made by the mediator or the parties, and discussions between the parties before, after or during the mediation, cannot be used in legal proceedings.

30.5 This clause is without prejudice to and does not limit the rights of a party to:

(a) seek urgent injunctive relief against the other party at any time; or

(b) exercise any right pursuant to the terms of your Geoscape Developer Agreement.

31 Force Majeure

Uncontrollable events can happen. If they do, neither of us will be responsible for any delay or failure to perform. This doesn't include your obligation to pay your fees.

If a delay or failure to perform continues for more than 30 days, either of us can end your agreement with us.

31.1 A party will not be liable for any failure to perform or delay in performing its obligations under your Geoscape Developer Agreement if that failure or delay is due to a Force Majeure Event.

31.2 If that delay or failure to perform exceeds 30 days, either party may immediately terminate your Geoscape Developer Agreement by written notice to the other party.

31.3 This clause 31 does not relieve you of or suspend your obligation to pay any Fees owed to us.

32 Inconsistency

We do our best, but sometimes things might not align perfectly across all of our documents.

If this happens, you should follow the documents that make up your agreement with us in the order of this list.

32.1 In the event of any inconsistency between these Terms and other documents which comprise your Geoscape Developer Agreement, the following order of precedence will apply to the extent of the inconsistency:

(a) any subscription plan that you agree to;

(b) any specific terms applicable to a Geoscape API used by you;

(c) any other additional or custom terms incorporated by reference or that you agree to; and then

(d) these Terms.

33 Changes to your Geoscape Developer Agreement

Your agreement with us might need to change to reflect changes in the law, your business or our arrangements with our providers. We will tell you about any of those changes at least 7 days before they

33.1 If there has been a change in any Laws, your business or our arrangements with providers affecting your Geoscape Developer Agreement, we may give you 7 days' notice that your Geoscape Developer Agreement will be varied to reflect

are made.

If we want to make any other changes to the terms of your agreement, we will let you know at least 30 days beforehand.

You're allowed to say "no" to our proposed changes. But if you do, we're allowed to end your agreement with us on 30 days' notice. If we do that, we'll refund any fees you've paid in advance on a pro-rata basis.

the relevant change, and the variation will take effect at the end of the 7 day notice period.

33.2 Subject to clause 33.3 and where clause 33.1 does not apply, we may give you 30 days' notice that your Geoscape Developer Agreement will be varied (the **Proposed Variation**).

33.3 Within the 30 day notice period, you can reject any part of the Proposed Variation. If you reject any part of the Proposed Variation, you acknowledge that we may terminate your Geoscape Developer Agreement on 30 days' notice to you. If we do so, we will refund to you any fees you have paid in advance on a pro-rata basis.

33.4 Any parts of a Proposed Variation that you do not reject in accordance with clause 33.3 will take effect at the end of the 30 day notice period.

You must follow any applicable export and sanctions laws.

This means that there may be certain countries, organisations and people that you can't use our products and services to do business with.

34 Export control

34.1 You acknowledge that export control and sanctions laws may prohibit you from selling, reselling, exporting, re-exporting, trading or otherwise transferring certain products and services within certain countries or with certain persons and organisations.

34.2 You must comply with all applicable export control and sanctions laws, rules and regulations during the term of your Geoscape Developer Agreement.

Last are what the lawyers call the 'boilerplates'. Don't worry, you are nearly there!

You can't transfer any promises you make us or rights you have to someone else without our permission.

If we don't think it will adversely affect your rights, we can assign, subcontract and deal with our rights and obligations.

We both agree that we only waive our rights if we let one another know in writing that we're doing so.

If parts of your agreement with us are considered to be invalid or unenforceable, those parts will be severed, and the rest of your agreement will live on.

Speaking of living on, even after your agreement with us ends, you must make sure you still comply with some obligations.

Like in any good relationship, each of us will behave in a manner that supports the promises we've given to each other.

Your agreement with us doesn't make us legal partners. We're independent contractors to each other.

We should give each other notice by email where possible. When we give

35 Miscellaneous

35.1 In your Geoscape Developer Agreement:

(a) the singular includes the plural and vice versa;

(b) the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to international treaty, intergovernmental body, or government authority and other official authority;

(c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;

(d) dollars ($) means Australian dollars unless otherwise explicitly stated;

(e) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;

(f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;

(g) no term will be construed to the disadvantage of a party merely because that party was responsible for its preparation or inclusion.

35.2 You must not assign any of your rights or obligations under your Geoscape Developer Agreement without our prior written consent. We may, to the extent permitted by law, assign or subcontract any of our rights or obligations under your Geoscape Developer Agreement at any time in circumstances where, in our opinion acting reasonably, the assignment will

each other notice, we can consider it received on delivery if by hand, and within one hour if by email.

Finally, your agreement is governed by the laws of the Australian Capital Territory.

not adversely affect your rights.

35.3 A failure to exercise or delay in exercising any right under your Geoscape Developer Agreement does not constitute a waiver and any right may be exercised in the future. Waiver of any rights under your Geoscape Developer Agreement must be in writing and is only effective to the extent set out in that written waiver.

35.4 If any term of your Geoscape Developer Agreement is void, unenforceable or illegal and would not be so if words were omitted, then those words are severed or, if this cannot be done, the entire term is severed from your Geoscape Developer Agreement without affecting the validity or enforceability of the remaining terms.

35.5 The termination of your Geoscape Developer Agreement does not operate to terminate any rights or obligations that by their nature are intended to survive termination or expiration, and those rights or obligations remain in full force and binding on the party concerned including without limitation the rights and obligations under clauses 9, 10, 11, 13, 14, 15, 16, 17, 21, 22, 23, 24, 27, 28, 29, 30, 32, 34, and 35.

35.6 Each party must:

(a) do all acts necessary or desirable to give full effect to your Geoscape Developer Agreement; and

(b) refrain from doing anything which might prevent full effect being given to your Geoscape Developer Agreement.

35.7 The relationship between the parties is and will remain that of independent contractors, and nothing in your Geoscape Developer Agreement constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties, except where expressed stated otherwise.

35.8 Other than where notices are required to be hand delivered by law, notices from a party must be delivered electronically and sent to the following email addresses:

(a) where you send notice to us, our contact email address available through Geoscape Developer from time to time: and

(b) where we send notice to you, the contact email address you provide in your Geoscape Developer account.

35.9 Notices will be deemed to have been received:

(a) by hand on delivery; and

(b) by email within one hour of the email being sent (unless the sender knows that the email has failed).

35.10 Your Geoscape Developer Agreement is governed by the laws in force in the Australian Capital Territory, and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

36   Dictionary

In your Geoscape Developer Agreement, the words below have the following meanings:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation.

App means any application or integrated solution created by you that uses a Geoscape API and allows access

to our Data or Derived Material.

Business Day means any day except a Saturday, Sunday or public holiday in the place in which an act is to be done.

Claim means any claim, demand, suit, action or proceeding whether arising under contract (including under this agreement), in tort (including negligence), at common law, in equity, under statute, indemnity or otherwise.

Confidential Information means all information and other content disclosed by the parties to each other in connection with your Geoscape Developer Agreement and includes all information relating to Geoscape Developer, Geoscape APIs, Developer Documentation and our Data, but excludes information that:

(a)   is public knowledge or becomes available to a party from a source other than the other party (otherwise than as a result of a breach of confidentiality); or

(b)   is rightfully known to, or in the possession or control of a party and not subject to an obligation of confidentiality in accordance with the terms of your Geoscape Developer Agreement.

Consequential Loss means any Loss suffered by a party as a result of an act or omission of the other party that cannot reasonably be considered to arise naturally from that act or omission, including any loss of reputation, loss of actual or anticipated savings or loss of bargain, but excluding losses suffered by a third party for which a party becomes liable as a result of the other party's act or omission.

Consumer has the meaning provided to it in section 3 of the Australian Consumer Law.

Consumer Guarantee means a guarantee provided under Division 1 of Part 3-2 of the Australian Consumer Law.

Data means any data product that we make available through Geoscape APIs from time to time.

Data Breach means any:

(a)   loss of; or

(b)   unauthorised access to, use of, viewing, extraction, copying, transmission, disclosure or modification of,

Geoscape Developer, Geoscape APIs, Developer Documentation, our Data, Derived Material, Personal Information or Confidential Information.

Developer Documentation means any look-up tables, class or method documentation, code snippets, software development kit, API or function specification documents and other developer guide documentation we provide to you in connection with Geoscape Developer.

Derived Material means any product, service, output or other material that is created or developed using our Data, that may or may not contain our Data, and includes any product, service, output or other material that is created or developed using Derived Material. For example, a product that is created using our Data is Derived Material, and so is any secondary product that is created from that first product.

End User means any person to whom your App is distributed.

Force Majeure Event means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of a party.

Geoscape Developer means the portal through which developers can access Geoscape Developer APIs and Developer Documentation.

Geoscape API means an applicable programming interface service offered by us through Geoscape Developer.

Geoscape Copyright Notice and Disclaimer means the webpage available through the Geoscape Australia website that sets out the copyright and disclaimer information for our Data, as updated by us from time to time.

Insolvency Event means, in relation to a body corporate, a liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; in relation to an individual or partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the preceding events.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world including, but not limited, to the rights comprised in any copyright (including database rights), trade marks, patents, confidential information (including Confidential Information) and trade secrets, know-how and processes.

Laws means all laws, statutes, ordinances, rules, regulations, by-laws, decrees, orders and the like, whether of

a government or other authority or agency having jurisdiction over a party.

Liability Cap means an amount equal to the total amount of fees paid by you to us under your Geoscape Developer Agreement during the 12 months immediately preceding the first event giving rise to any Loss.

Loss means any loss, liability, cost (including all legal costs and other associated fees and costs), expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent.

Open Data means any data subject to an open licence and includes the data described in the Geoscape Copyright Notice and Disclaimer as being open data.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Privacy Laws means:

(c)   the *Privacy Act 1988* (Cth), including the Australian Privacy Principles;

(d)   any applicable privacy code approved under *the Privacy Act 1988* (Cth); and

(e)   any other applicable laws or codes governing Personal Information;

as amended or replaced from time to time.

Resolution Institute means the Resolution Institute ACN 008 651 232.

User Data has the meaning given to it in clause 11.

All other terms have their plain English meaning. If you are unsure about the meaning of any terms used, please contact support@geoscape.com.au.

Geoscape Developer

These Geoscape Developer Terms apply from:

- *22 October 2021 for new Developers or*

- *27 November 2021 for Developers who had a Geoscape Developer account with us before 27 October 2021.*

Geoscape Developer Terms

Welcome to the Geoscape Developer community!

Through Geoscape Developer, you can access our APIs to create apps and develop integrated solutions. You can use these apps and solutions yourself or make them available to your customers.

Our legal relationship with you is governed by your **Geoscape Developer Agreement**. It is made up of:

- these **Geoscape Developer Terms** (these **Terms**);

- your **subscription plan**, which may be one of our standard plans or a custom plan, such as an enterprise subscription plan;

- any **specific terms applicable to a Geoscape API** used by you; and

- any other **additional or custom terms** that are referred to in the documents above or that you agree to from time to time.

Please read each of the documents that form part of your Geoscape Developer Agreement carefully.

You can enter into a Geoscape Developer Agreement by agreeing to these Terms when prompted as part of your registration for a Geoscape Developer account. You can also enter into a Geoscape Developer Agreement by agreeing to a custom subscription plan, such as an enterprise subscription plan.

We've included a summary of the key parts of these Terms on the left side. However, it's the words on the right side that are legally binding.

If you have any questions about your Geoscape Developer Agreement or use of Geoscape APIs, please contact support@geoscape.com.au.

These are our company details and who we understand you are.

If you'll be using Geoscape APIs on behalf of an organisation (like your employer) you're entering into a Geoscape Developer Agreement on behalf of that organisation. You promise us that you have authority to do that.

In these Terms:

- **Geoscape Australia**, **we**, **us** and **our** refer to PSMA Australia Ltd trading as Geoscape Australia ABN 23 089 912 710 of Unit 6, 113 Canberra Avenue, Griffith in the Australian Capital Territory; and

- **Developer**, **you** and **your** refer to the individual registering for a Geoscape Developer account, or the organisation in whose name you are registering a Geoscape Developer account or that is described in the custom subscription plan that initiates your Geoscape Developer Agreement.

Agreement on behalf of an organisation: If you will be using Geoscape APIs on behalf of an organisation (for example, your employer), you enter into a Geoscape Developer Agreement for and on behalf of that organisation and promise us that you have authority to bind that organisation to the Geoscape Developer Agreement.

Your agreement with us commences when you register for an account or agree to a custom subscription plan. It will continue until one of us terminates it.

1   Commencement, term and renewal

1.1   Your Geoscape Developer Agreement commences on the date you:

(a)   register for a Geoscape Developer account; or

Our free subscription plan applies by default. You can change your subscription plan through your Geoscape Developer account or by agreeing to a custom plan.

Your subscription to Geoscape APIs will automatically renew until one of us cancels it.

(b)   agree to a custom subscription plan,

whichever is earlier. It will continue until it is terminated in accordance with clause 26.

1.2   You must agree to a subscription plan to access Geoscape APIs. If we are offering a free subscription plan, you agree to that plan by default. You can change your subscription plan through Geoscape Developer or by agreeing to a custom subscription plan that we offer you.

1.3   For each Geoscape API that you subscribe to, your subscription will commence on the date that you agree to the relevant subscription plan and will automatically renew for further subscription periods equal to the initial subscription period, unless your subscription is cancelled in accordance with clause 25.

1.4   If your subscription period is longer than one month, we will give you notice at least 30 days before the renewal of your subscription.

2   Specific terms for Geoscape APIs

We offer a range of APIs. These APIs differ and may have specific terms that apply to their use. These specific terms are available here.

You agree to use Geoscape APIs, and our Data accessible through them, in accordance with any applicable specific terms.

2.1   Specific terms may apply to some Geoscape APIs. These specific terms are available through Geoscape Developer. They may grant additional permissions or impose additional restrictions, for example, in relation to the use of Data accessible through a Geoscape API.

2.2   Any such Geoscape API specific terms form part of your Geoscape Developer Agreement, and you agree to use Geoscape APIs in accordance with any specific terms that apply to them.

3   Terms for additional products and services

We have other products and services, like additional support plans. These may have their own terms, which will become part of your agreement with us if we offer them to you and you accept them.

If we agree to use Geoscape APIs on your behalf (for example, to do some batch processing), the fees for these services will be set out in our quotation and the terms of your agreement with us will apply to these services.

3.1   We may offer you additional products or services related to Geoscape Developer. Additional terms may apply to them and will form part of your Geoscape Developer Agreement if you accept them.

3.2   We may offer to use Geoscape APIs on your behalf. For example, we may offer to undertake batch processing for you. Unless otherwise agreed:

(a)   we will only provide such services once we receive written confirmation (email being sufficient) that you accept our quotation for the services;

(b)   the fees for any such services will be as set out in our quotation for the services and are payable in advance;

(c)   to the extent applicable, the terms of your Geoscape Developer Agreement apply to such services, including so that:

(i)   any records that you supply to us for processing will be treated as User Data; and

(ii)   any data that we return to you will be treated as Data accessed through the relevant Geoscape API.

4 Your account

4.1 You must register for a Geoscape Developer account to access Geoscape APIs. You can do so by following the directions on the Geoscape Developer registration page.

4.2 Once your account has been activated, you will be able to:

(a) subscribe to Geoscape APIs;

(b) obtain API keys or tokens for Geoscape APIs that you subscribe to;

(c) request additional API keys or tokens; and

(d) generally manage your use of Geoscape APIs.

4.3 You are responsible for all activity that occurs through your Geoscape Developer account and all fees associated with that activity. This includes any use of Geoscape APIs, your API keys and tokens, Developer Documentation, our Data, Derived Material, and your Apps, and the supply of User Data to us through use of Geoscape APIs.

4.4 If you think that there has been any unauthorised access to your account username, password or any API keys or tokens, you must take all reasonable steps to stop the unauthorised access (including by changing your account password) and notify us as soon as practicable by emailing support@geoscape.com.au.

4.5 You must:

(a) not create fake or unauthorised accounts;

(b) not register multiple accounts to unfairly benefit from free plans or trials we offer;

(c) not allow third parties to access or use your account or API keys or tokens; and

(d) maintain the confidentiality and security of your account credentials and your API keys or tokens.

4.6 You must keep your account information up to date. If your account information changes, you must update your account information through Geoscape Developer.

4.7 If we reasonably suspect that you do not comply with this clause 4, we may suspend or close your account.

5 Free subscription plans

5.1 We offer free subscription plans at our discretion.

5.2 We can withdraw, limit eligibility or change the conditions of free subscription plans at any time, considering only our own interests and not the effect of any of these actions on you.

5.3 We can use any information available to us to determine eligibility for free subscription plans.

5.4 If we withdraw a free subscription plan that you have subscribed to or determine that you are not eligible for a free subscription plan, you will not be able to access Geoscape APIs that were subject to the free subscription

plan until you agree to a paid subscription plan for those Geoscape APIs.

6   Free trial access

6.1   We offer free trial access to Geoscape APIs at our discretion.

6.2   We may withdraw, limit eligibility or change the conditions of free trial access at any time, considering only our own interests and not the effect of any of these actions on you.

6.3   We may use any information available to us to determine eligibility for free trial access.

6.4   After any free trial period has ended, or if we withdraw free trial access or determine that you are not eligible for it, you will not be able to access Geoscape APIs that were subject to the free trial until you agree to a subscription plan for those Geoscape APIs.

7   Paid subscription plans

7.1   Some Geoscape Developer products and services are only available if you have a paid subscription plan. You can subscribe to a paid plan through your Geoscape Developer account or by agreeing to a custom subscription plan offered to you by us.

7.2   When you subscribe to a paid plan, you must provide a valid payment method. You can update your payment method at any time through your Geoscape Developer account settings.

7.3   Fees must be paid using payment processing services provided by Stripe Payments Australia Pty Ltd and are subject to the Stripe Services Agreement found here (**Stripe Terms**). You should review the Stripe Terms before paying, as you will be taken to have agreed to the Stripe Terms and will be bound by them, as modified by Stripe Payments Australia Pty Ltd from time to time, when you do so.

7.4   Fees are payable monthly or yearly in advance from the date that you subscribe, depending on the subscription plan you select. If you subscribe to a monthly plan on the 29th, 30th or 31st of a month or a yearly plan on 29 February, we will charge you on the last day of the month when those dates do not arise in a month or year.

7.5   You authorise us to charge you your subscription fees for the next subscription period unless you cancel your subscription in accordance with clause 25 prior to the end of your current subscription period.

7.6   All fees are based on the usage limits described in your subscription plan, not your actual usage.

7.7   You are responsible for ensuring that your nominated payment method is valid and has sufficient funds to pay the subscription fees. If your payment fails and you do not update your payment method and rectify the non-payment, we may immediately suspend your access to

Geoscape APIs until we have received the outstanding payment in full.

7.8 Unless otherwise stated, all fees include GST and any other taxes, levies or duties payable.

8 Usage limits and overage

Subscriptions plans have defined usage limits. You can read about the limits in our standard plans here.

If you hit your limit, we will let you know and your access will be suspended until the start of your next subscription period.

Alternatively, you can enable overage so that you can keep using Geoscape APIs. If you do, we will charge you for usage beyond your limit as described in your subscription plan.

Overage fees are automatically charged as part of your next billing cycle.

If you need usage limits that are higher than the ones offered in our standard subscription plans, please contact support@geoscape.com.au to talk to us about custom subscription plan.

8.1 Usage limits measured in transactions, credits or API calls apply and are set out in your subscription plan. Usage limits will reset at the beginning of each subscription period.

8.2 If you reach your usage limit, we will notify you by email, and:

(a) we may suspend your access to Geoscape APIs until the beginning of your next subscription period; or

(b) if you have enabled overage usage, we will allow you to exceed your usage limits and charge you for any usage above those limits at the rates set out in your subscription plan.

8.3 Overage fees are charged automatically and payable in arrears:

(a) with the fees for your next subscription period or as otherwise specified in your subscription plan or nominated by you through your Geoscape Developer account; or

(b) if you cancel your subscription, at the end of your subscription period.

8.4 You can enable overage through your Geoscape Developer account or by agreeing to a custom subscription plan that we offer you. If you enable overage through your Geoscape Developer account, you can also disable overage through your account. If you enable overage through a custom subscription plan, you will need to agree any changes to that custom subscription plan with us.

9 Permitted use

You can only use Geoscape APIs and related documentation for the purposes of creating, maintaining and delivering your Apps while you have an agreement with us.

You can only use our Data (and material created using our Data) personally or internally within your own business for the purposes of your day-to-day business operations. You can use it for as long as you like, provided you use it only as permitted by your agreement with us.

Note: Specific terms for a Geoscape API may grant additional permissions or impose additional restrictions on the use

9.1 We grant you a world-wide, non-exclusive, revocable, non-transferrable licence to use:

(a) Geoscape Developer, Geoscape APIs, and the API keys or tokens we provide to you to enable your access to Geoscape APIs personally or internally within your own business and only for the purposes of creating, maintaining and delivering your Apps during the term of your Geoscape Developer Agreement;

(b) Developer Documentation personally or internally within your own business and only for the purposes of helping you understand and use Geoscape APIs and our Data to support your creation, maintenance and delivery of your Apps during the term of your Geoscape Developer Agreement; and

(c) our Data and Derived Material accessed by you

of our Data accessible through that API.

To protect us and our other customers, conditions apply to your use of our products and services. You must:

- *only offer access to them through your Apps*

- *only permit use of our Data (and material created using our Data) for personal or internal business use*

- *not proxy them to offer a competitive service*

- *not allow your Apps to cache their responses*

- *not use them in any way that threatens their security, integrity or availability*

- *not use our Data (or material created using our Data) to develop capability, products or other material for commercialisation*

- *not reverse engineer or disassemble our Data or attempt to derive any process or source code used to create our Data*

- *not use them in any Apps that don't have appropriate instructions and warnings*

- *ensure that your Apps use them in secure way*

- *not use them with other material that would make them subject to open licence terms*

- *not use them for anything illegal, damaging or inappropriate*

- *cooperate with us in relation to your use of them and provide us with relevant information*

- *comply with all applicable laws*

You can allow your contractors to use our products and services on your behalf, but you're responsible for their use and making sure it corresponds with your agreement with us.

through Geoscape APIs and any further Derived Material created by you personally or internally within your own business and only for the purposes of your day-to-day business operations in perpetuity, subject to any specific terms that apply to the use of Data made available through a Geoscape API. For the avoidance of doubt, Data or Derived Material accessed by your End Users through your Apps should not be used by you unless you have made your own separate calls to Geoscape APIs to access that Data or Derived Material.

9.2 You must:

(a) only make Geoscape APIs, our Data and Derived Material available to third parties through your Apps (that is, you must not resell, distribute, sublicense, or otherwise make them available on a standalone basis);

(b) only permit End Users to use our Data and Derived Material personally or internally within their own business for the purposes of their day-to-day business operations, subject to any specific terms that apply to the use of Data made available through a Geoscape API;

(c) not proxy Geoscape APIs for the purposes of offering a service that is competitive with Geoscape APIs;

(d) ensure that your Apps do not cache, download or persistently store Geoscape API responses;

(e) not use Geoscape Developer or Geoscape APIs in any way that threatens their security, integrity or availability (including by exceeding any throughput rates set out in your subscription plan or conducting performance or stress tests) or in any way that works around any of their technical limitations;

(f) not use our Data or Derived Material to develop capability (including machine learning capability), products, services, outputs or other material (including machine learning algorithms) for commercialisation or potential commercialisation, noting that you are permitted to use Geoscape APIs to create Apps;

(g) not reverse engineer, disassemble, decompile or adapt our Data or Derived Material or otherwise attempt to derive any processes, data structures, algorithms or source code used to create our Data;

(h) not use Geoscape APIs, our Data or Derived Material in Apps that lack any legally-required or otherwise appropriate instructions, warnings, notices and safety information;

(i) use appropriate technological and security measures to ensure that access and use of Geoscape APIs by you and through your Apps is secure;

(j) not use Geoscape APIs, Developer Documentation, our Data or Derived Material in any manner or with

any other material that may make them subject to any open source software, open content or open database licence terms that would (A) cause their disclosure or distribution in whole or in part; (B) grant licences to any derivative works of them in whole or in part (C) cause their redistribution in whole or in part at no charge, as a condition for use, modification or distribution of the other material; or (D) otherwise restrict or impact their licensing or other use in whole or in part;

(k) not use Geoscape Developer, Geoscape APIs, Developer Documentation, your Apps, our Data, or Derived Material for anything that, in our reasonable opinion, may be illegal, deceptive, misleading, unethical, incorrect, offensive, defamatory, or detrimental to our interests or reputation, may infringe any third party rights, or be otherwise inappropriate;

(l) cooperate with us in relation to matters relating to your Geoscape Developer Agreement and provide us with access to information relating to your use and, where applicable, your End Users' use of Geoscape Developer, Geoscape APIs, Developer Documentation, your Apps, our Data or Derived Material; and

(m) comply with all Laws applicable to use of Geoscape Developer, Geoscape APIs, Developer Documentation, your Apps, our Data and Derived Material.

9.3 Where applicable, you must take all reasonable steps to ensure that your End Users comply with clause 9.2. as though they were you.

9.4 Notwithstanding the restrictions in clauses 9.1 and 9.2, you may allow your contractors to use Geoscape Developer, Geoscape APIs, Developer Documentation, our Data, and Derived Material on your behalf and exclusively for your benefit on the condition that:

(a) you are responsible for your contractors' use being in accordance with your Geoscape Developer Agreement as though your contractors are you;

(b) any use that is not in accordance with your Geoscape Developer Agreement will be deemed to be a breach of your Geoscape Developer Agreement;

(c) you ensure that your contractors stop using our products and services and do not retain any copies of Geoscape Data or Derived Material when they complete their work for you; and

(d) you ensure that any termination or revocation of your rights granted under clause 9.1 will result in a corresponding termination or revocation of your contractors' rights.

10   End User access

You must only offer access to Geoscape APIs, our Data and

10.1 If you make an App available to an End User, you must

Derived Material through your Apps.

When you make an App available to your End Users, you need to have a legally binding agreement with them and meet the requirements of any specific terms applicable to the Geoscape APIs used by the App.

Your agreements with your End Users need to reflect and support your obligations under your agreement with us.

You need to make sure your End Users use your Apps (and our products and services available through them) only as permitted.

If you find out that your End User is doing something they shouldn't, you need to let us know promptly and cooperate with us to address that. If you don't, we may step into your shoes to take action against the End User.

first put in place a legally binding agreement with the End User that reflects your obligations under your Geoscape Developer Agreement and otherwise meets the requirements of any specific terms applicable to the Geoscape APIs used by the App.

10.2 Where a term of your Geoscape Developer Agreement requires you to take reasonable steps to do something that requires the cooperation of an End User or to get an End User to do or refrain from doing something, those reasonable steps include incorporating into your agreement with the End User an obligation for the End User to cooperate as required or to either do or refrain from doing that thing.

10.3 You must take all reasonable steps to ensure that your End Users comply with their agreements with you and with any other terms required by the specific terms applicable to the Geoscape APIs used by an App.

10.4 If you become aware of any conduct by an End User that is in breach of the terms of their agreement with you or any other terms required by the specific terms applicable to the Geoscape APIs used by an App, you must promptly notify us and comply with our reasonable directions in relation to the breach, which may include:

(a) issuing a notice to the End User notifying them of the breach and requiring that it be remedied;

(b) suspending the End User's access to your Apps and rights to use our Data and Derived Material; and

(c) ending the End User's access to your Apps and, where applicable, revoking their rights to use our Data and Derived Material.

10.5 If you breach this clause 10, we may give you notice of the breach and, on the giving of such notice, you irrevocably appoint us as your agent for the purposes of enforcing your rights against an End User as they relate to use of Geoscape APIs, our Data or Derived Material. You must take all reasonable steps to ensure that End Users do not challenge the validity of our appointment.

We're always looking to improve our products and services. So, we may collect information about use of Geoscape Developer and Geoscape APIs.

We also encourage you to let us know if you identify any errors or have ideas about improvements.

We can use and disclose any such information to improve our products and services. And we will handle it in accordance with privacy laws and our privacy policy.

If any such information is incorporated into our products and services, it will belong to us

11 User Data

11.1 When you and your End Users use Geoscape Developer and Geoscape APIs, we may monitor that use and collect information about it, including information that you or your End Users process through Geoscape APIs (for example, addresses to be verified) (**User Data**).

11.2 User Data also includes any information you provide to us about errors, suggested corrections or improvements for our products and services.

11.3 We may use User Data and disclose it to third parties for the purposes of improving our products and services.

11.4 If User Data includes Personal Information, we will handle it in accordance with Privacy Laws and our privacy policy. We will use reasonable endeavours to de-identify User Data before it is:

and we can provide it to other customers.

(a)   incorporated within our products or services; or

(b)   disclosed to third parties for the purposes of improving our products and services.

11.5   If any User Data is incorporated within our products or services, any Intellectual Property Rights in such User Data as it forms part of our products or services vest in us upon creation. The incorporation of User Data does not restrict our rights to distribute our products and services to our other customers.

Things change and eventually come to an end. Over time, that may include some of our products and services.

We'll let you know in advance about any significant changes, particularly if any aren't going to be backwards-compatible.

You're responsible for making sure that your Apps remain compatible with Geoscape APIs.

If we discontinue any products or services, your agreement will be varied accordingly to remove them and any fees payable specifically for them. And we'll refund you any fees you've paid in advance specifically for the discontinued products or services.

If you don't want to continue your subscription plan because we're making changes that reduce the overall functionality of Geoscape APIs for you, you can cancel your subscription plan. You'll need to pay your subscription fees up to the cancellation date, but we'll refund you any amounts you've paid for beyond that date.

12   Modification or discontinuation

12.1   You acknowledge that we may:

(a)   modify the features and functions of Geoscape APIs, including our Data delivered through them; and

(b)   discontinue the availability of any Geoscape APIs or our Data,

at our discretion (**a Modification or Discontinuation Event**).

12.2   We will give you notice of any significant Modification or Discontinuation Events in advance where we can reasonably do so. If the changes resulting from a Modification or Discontinuation Event are not backwards-compatible, we will use reasonable efforts to let you know at least 90 days prior to their implementation.

12.3   You are responsible for ensuring that your Apps remain compatible with the current Geoscape APIs.

12.4   If we discontinue the availability of any Geoscape APIs or Data as part of a Modification or Discontinuation Event, we may by notice to you vary your Geoscape Developer Agreement to remove the relevant Geoscape APIs or Data and any fees payable specifically for the discontinued Geoscape APIs or Data. If you have paid any fees in advance specifically for the discontinued Geoscape APIs or Data, we will refund you those fees on a pro-rata basis.

12.5   If you do not want your subscription plan to continue because a Modification or Discontinuation Event materially decreases the overall functionality for you of Geoscape APIs, you can cancel your subscription plan by demonstrating that impact to us and giving us notice within 30 days of receiving our notice under clause 12.2. The cancellation will take effect on the date nominated by you in your notice. You will be liable for your subscription fees up to the date on which your subscription plan is cancelled. However, we will refund to you any fees you have paid in advance for the period beyond that date on a pro-rata basis.

12.6   The refunds and right to cancel your subscription under this clause 12 are your sole remedy against us in respect of any Modification or Discontinuation Event.

Intellectual property is important to us and we always reserve our

13   Intellectual Property

rights.

We promise that we're entitled to grant you rights to use our products and services, and that if you use them in accordance with your agreement with us, you won't infringe anyone else's rights.

You must let us know if someone may be infringing our rights or if anyone alleges that use of our products and services or any User Data infringes their rights.

You must cooperate with us to address any such infringement, including by keeping us informed and complying with our reasonable directions relating to the infringement.

13.1 There is no transfer of any Intellectual Property Rights in Geoscape Developer, Geoscape APIs, our Data, the Developer Documentation or any other products or services we provide to you under your Geoscape Developer Agreement. We reserve any Intellectual Property Rights not expressly granted to you under your Geoscape Developer Agreement.

13.2 Subject to clause 14, we warrant that we are entitled to grant you the licence in clause 9.1 and that the grant of that licence does not infringe the Intellectual Property Rights of any third parties.

13.3 You must notify us as soon as practicable if you become aware of any:

(a) actual, suspected or anticipated infringement of our Intellectual Property Rights in Geoscape Developer, Geoscape APIs, Developer Documentation or our Data; or

(b) use of Geoscape Developer, Geoscape APIs, Developer Documentation, our Data, Derived Material or User Data that infringes, or is alleged to infringe, the Intellectual Property Rights or other third party rights.

13.4 Where you notify us in accordance with clause 13.3 or we otherwise become aware of any such rights infringement, you must:

(a) provide us with all relevant details regarding the infringement;

(b) provide us with prompt updates on any developments regarding the infringement; and

(c) comply with any reasonable directions from us relating to the infringement, including ceasing use of Geoscape Developer, Geoscape APIs, Developer Documentation or Data immediately on request from us.

13.5 If we direct you to cease using Geoscape Developer, Geoscape APIs, Developer Documentation or Data pursuant to clause 13.4(c), we may at our discretion:

(a) refund you your subscription fees in respect of the affected products or services; or

(b) obtain replacement products or services for you.

Some of the source data we use is open and may be licensed directly to you under an open licence.

Information about any such open data and its open licence terms is available [here](.)

14   Open Data

14.1 You acknowledge that:

(a) our Data may be derived from or based upon Open Data;

(b) notwithstanding any other term of your Geoscape Developer Agreement, to the extent that any such Open Data subsists in our Data, it is licensed directly to you under its open licence terms and is not licensed or sub-licensable under your Geoscape Developer Agreement; and

(c) information about any such Open Data and its

open licence terms is set out in the Geoscape Copyright Notice and Disclaimer.

15 Copyright notices

15.1 Our Data is subject to the Geoscape Copyright Notice and Disclaimer.

Our Data is subject to the Geoscape Copyright Notice and Disclaimer.

You should read it for yourself, but in summary it:

- *acknowledges our copyright in our Data and the copyright of our data providers*

- *explains that our Data is provided 'as is'*

- *excludes liability for losses arising from using our Data.*

You must include the Geoscape Copyright Notice and Disclaimer with your Apps and copies of our Data (and any material created using it).

You mustn't remove copyright and disclaimer information embedded in Geoscape API responses.

15.2 You must take all reasonable steps to ensure that your Apps, our Data and any Derived Material, bear or appropriately reference the copyright and disclaimer information set out in the Geoscape Copyright Notice and Disclaimer. This information must be no less prominent than any other copyright information provided.

15.3 For clarity, referencing the information set out in the Geoscape Copyright Notice and Disclaimer in the following manner is appropriate:

(a) for your Apps or any Derived Material:

"Incorporates or developed using [insert name of Data used] © Geoscape Australia [insert year of the App or Derived Material] Copyright and Disclaimer Notice"; or

"Incorporates or developed using [insert name of Data used] © Geoscape Australia [insert year of the App or Derived Material] for Copyright and Disclaimer Notice see geoscape.com.au/legal/data-copyright-and-disclaimer"; and

(b) for our Data obtained through your Apps:

"[insert name of Data] © Geoscape Australia [insert year Data is obtained] Copyright and Disclaimer Notice"; or

"[insert name of Data] © Geoscape Australia [insert year Data is obtained] for Copyright and Disclaimer Notice see geoscape.com.au/legal/data-copyright-and-disclaimer".

15.4 Where a reference to the Geoscape Copyright Notice and Disclaimer is embedded in Geoscape API responses, you must not remove those references or allow them to be removed.

15.5 You must comply with our additional reasonable directions about the form and content of the copyright and disclaimer information described in this clause 15.

16 Disclaimers

We think our products and services are valuable. But you acknowledge that you need to make up your own mind about that, and not rely on what anyone else says they can do for you or others.

We provide our products and services 'as is'. This means that we don't make any promises about how accurate, complete, fit

16.1 You acknowledge that you have made your own assessment of Geoscape Developer, Geoscape APIs, Developer Documentation and our Data and have not relied on any information or advice given by us, or any person purporting to represent us, regarding these products and services and whether they are reasonably fit for any purpose for which they will be used by you or your End Users.

16.2 Geoscape Developer, Geoscape APIs, Developer Documentation and our Data are provided 'as is' and we

for purpose or reliable they are.

All this is subject to any rights you may have under the Australian Consumer Law.

do not make any representations or provide any warranties (express or implied) about their accuracy or completeness, their fitness for any particular purpose or that they are without errors or faults. Any availability guarantees will be as specified in your Geoscape Developer support plan.

16.3 Notwithstanding the above, if you are a Consumer, nothing in your Geoscape Developer Agreement should be interpreted as attempting to exclude, limit or modify Consumer Guarantees available to you under the Australian Consumer Law that cannot be excluded, restricted or modified. Your remedies for any breach of a Consumer Guarantee that cannot be excluded, will, to the extent permitted by law, be limited at our option to replacing or repairing products, resupplying services, supplying equivalent products or services, or paying the cost of replacing or repairing products, resupplying services, or supplying equivalent products or services.

Our Data is created using source data from a range of providers.

Our source data providers have not provided any representations or warranties about their data and do not have any liability to you.

17   Source data providers

17.1 You acknowledge and agree that:

(a)   our Data may include, be derived from or based on source data from third party providers;

(b)   our source data providers have not provided any representations or warranties about the accuracy or completeness of their source data or our Data, or their fitness for any particular purpose; and

(c)   our source data providers may rely on the acknowledgements and disclaimers set out in clause 16 to the extent that they relate to their source data; and

(d)   our source data providers will not be liable to you or your End Users for any inaccuracy or incompleteness of their source data or our Data, or any use of our Data by you or your End Users.

Support is the bedrock of any good relationship. We will support you as described in your support plan.

You are responsible for supporting your End Users.

We can suspend, limit or throttle the availability of our products and services to address any emergency or misuse, comply with applicable laws, and in response to privacy or copyright 'notice and take down' requests. We will promptly notify you if we do so.

18   Support and availability

18.1 We will provide support services and use reasonable endeavours to ensure that Geoscape Developer and Geoscape APIs are available to you as set out in your support plan, or other additional or custom terms agreed with us.

18.2 We do not provide support to your End Users. You are solely responsible for supporting your End Users.

18.3 We may suspend, limit or throttle access to and the availability of Geoscape Developer and Geoscape APIs:

(a)   to address any emergency, misuse or threat to the operation of Geoscape Developer and Geoscape APIs, actual or perceived;

(b)   to comply with any applicable Laws, or to respond to requests or demands of a government entity; or

(c)   pursuant to a privacy or copyright 'notice and take down' request or other alleged violation of

Intellectual Property Rights or other third party rights.

We will notify you as soon as practicable of any such suspension or limitation.

19 Beta Geoscape APIs

19.1 From time to time, we may offer access to beta Geoscape APIs that we have not officially released for commercial use. Beta Geoscape APIs are made available for the purposes of testing and assessment only. All beta Geoscape APIs are subject to ongoing development and may not reach the level of performance of an officially released Geoscape API. We may decide not to officially release any beta Geoscape API for commercial use at our discretion.

19.2 Your use of any beta Geoscape API is entirely at your own risk.

19.3 We can change any version of a beta Geoscape API or withdraw its availability at any time.

19.4 You must not use a beta Geoscape API for commercial purposes (that is, purposes intended to generate profit or monetary compensation) without our prior written consent.

19.5 If you agree to join our beta Geoscape API program, you become a beta tester for any beta Geoscape APIs to which you have access and we may ask you to provide comments, suggestions and any other feedback on those beta Geoscape APIs. We may use any information that you provide to us in relation to a beta Geoscape API for any purpose.

19.6 You can leave the beta Geoscape API program at any time by notifying us.

19.7 The support and availability offered under clause 18 does not apply to beta Geoscape APIs. You can contact us at beta@geoscape.com.au for technical support in relation to beta Geoscape API. However, we are under no obligation to resolve any faults or errors in a beta Geoscape API.

19.8 In relation to any beta Geoscape API to which you have access, we will notify you if we:

(a) significantly change a version of the beta Geoscape API;

(b) release a new version of the beta Geoscape API;

(c) withdraw the availability to you of a beta Geoscape API; or

(d) decide to officially release or not to officially release the beta Geoscape API.

We may offer you access to beta Geoscape APIs that are still in development for the purpose of testing and assessment only.

Your use of any beta Geoscape APIs is at your own risk.

We can change or withdraw beta Geoscape APIs at any time.

You must not use beta Geoscape APIs for commercial purposes.

Our support plans do not apply to beta Geoscape APIs.

20 Publicity

So, you want to use the fact that you use our products and services to promote your App? Fantastic! You can do so provided you acknowledge us properly,

20.1 You must comply (and ensure that your personnel are aware of and comply) with all Privacy Laws and any recommendations made or guidelines issued by the Office

cooperate with us and don't do anything that might hurt our reputation.

Unless you tell us otherwise, we can also use your trade marks on our website and in other marketing material to acknowledge that you are a Geoscape API customer.

of the Australian Information Commissioner.

20.2 You must:

(a) take all reasonable steps to protect Personal Information in your possession or control from misuse, loss, unauthorised access, modification or disclosure, including implementing and maintaining appropriate administrative, physical, and technical safeguards and security measures; and

(b) not do (or omit to do) anything with respect to Personal Information that causes or is likely to cause us to be in breach of our obligations under any Privacy Laws.

21.3 You warrant that you have consent to disclose any Personal Information that you provide to us in connection with your Geoscape Developer Agreement, and that you will use reasonable endeavours to ensure that your End Users also have consent to disclose any Personal Information that they disclose to us in the course of their use of your Apps.

You mustn't breach any Privacy Laws or do anything that might cause us to breach our obligations under Privacy Laws.

You must protect Personal Information by setting up appropriate safeguards and security measures.

You promise that you have consent to give us any Personal Information that you provide and will try to make sure that your End Users also have consent to give us any Personal Information that they provide through their use of your Apps.

21   Privacy

21.1 You must comply (and ensure that your personnel are aware of and comply) with all Privacy Laws and any recommendations made or guidelines issued by the Office of the Australian Information Commissioner.

21.2 You must:

(a) take all reasonable steps to protect Personal Information in your possession or control from misuse, loss, unauthorised access, modification or disclosure, including implementing and maintaining appropriate administrative, physical, and technical safeguards and security measures; and

(b) not do (or omit to do) anything with respect to Personal Information that causes or is likely to cause us to be in breach of our obligations under any Privacy Laws.

21.3 You warrant that you have consent to disclose any Personal Information that you provide to us in connection with your Geoscape Developer Agreement, and that you will use reasonable endeavours to ensure that your End Users also have consent to disclose any Personal Information that they disclose to us in the course of their use of your Apps.

You must use our products and services securely and keep any copies safe from unauthorised access.

You need to monitor your devices and systems for Data Breaches. If you become aware of a Data Breach or that one may occur, you need to tell us as soon as you can.

22   Security

22.1 You must take all reasonable steps to ensure you keep Geoscape Developer, Geoscape APIs, Developer Documentation, our Data and Derived Material secure from misuse, loss, unauthorised access, modification or disclosure.

22.2 You must, in accordance with your industry best practice, monitor any systems used by you to access, process, hold or store Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived

You must try to contain any Data Breach and remedy or limit any damage caused. You also need to provide us with a report about what happened, cooperate with us and take action to make sure that kind of Data Breach doesn't happen again.

Material for actual or suspected Data Breaches.

22.3 If you become aware of a Data Breach or potential Data Breach, you must:

    (a)   notify us as soon as practicable;

    (b)   use your best endeavours to promptly identify the cause of the Data Breach or potential Data Breach;

    (c)   use your best endeavours to prevent any potential Data Breach from becoming an actual Data Breach;

    (d)   promptly take all reasonable steps to contain a Data Breach and remedy or limit any damage caused;

    (e)   promptly provide us with a written report that covers the cause (or suspected cause) cause of the Data Breach or potential Data Breach, your procedure for containing it, any damage caused and the steps taken to remedy or limit any damage; and

    (f)   promptly disclose to us any information relevant to a Data Breach or potential Data Breach as reasonably requested by us; and

    (g)   co-operate with us and provide us with all reasonable assistance in investigating a Data Breach or potential Data Breach; and

    (h)   take all necessary steps to prevent any recurrence of a Data Breach or potential Data Breach.

23   Confidentiality

We both agree to keep each other's confidence and only use each other's Confidential Information for the purposes contemplated by your agreement with us.

If either of us suspects a breach of the other's confidentiality, we must immediately let each other know and try to stop any further unauthorised use or disclosure.

23.1 Both parties:

    (a)   may use each other's Confidential Information solely for the purposes reasonably contemplated by your Geoscape Developer Agreement;

    (b)   subject to 23.1(c) must keep confidential each other's Confidential Information; and

    (c)   may disclose each other's Confidential Information only to:

        (i)   their employees, contractors and professional advisors who:

            (A)   are aware and agree that the Confidential Information must be kept confidential; and

            (B)   have a need to know the Confidential Information (and only to the extent that each has a need to know);

        (ii)   as required by law or securities exchange regulation; and

        (iii)   with the prior written consent of the other party.

23.2 Each party must notify the other immediately if they become aware of any breach of confidentiality in respect of the other's Confidential Information and must take all

reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

24 Audit

24.1 We may conduct an audit at any time on not less than 5 Business Days' notice to you.

24.2 You must, on request by us or our nominee, provide all requested documents and materials that relate to your Geoscape Developer Agreement and allow all necessary access to your systems and relevant employees, officers, agents, contractors and other representatives to verify compliance with your Geoscape Developer Agreement (including your privacy and data security obligations).

24.3 If an audit identifies any breach of your obligations under your Geoscape Developer Agreement:

(a) you must take all reasonable actions necessary to address the breach to our reasonable satisfaction; and

(b) we may suspend your Geoscape Developer Agreement (including access to our Geoscape APIs) until such a time as you take all reasonable actions in accordance with clause 24.3(a).

24.4 Where an audit reveals that you have materially breached your Geoscape Developer Agreement, you must pay for the cost of the audit.

24.5 Nothing in this clause 24 limits our ability to terminate your Geoscape Developer Agreement.

25 Cancellation of subscription plans

25.1 You can cancel:

(a) a monthly paid subscription plan by giving us at least 24 hours' notice; and

(b) a yearly paid subscription plan by giving us at least 21 days' notice,

through your Geoscape Developer account or by notifying us by email. The cancellation will be effective at the end of the subscription period during which your notice period expires. If we are offering a free subscription plan at that time, you will then agree to that free subscription plan by default.

25.2 You will not receive any refund of fees or other amounts paid to us if you cancel a paid subscription plan.

25.3 Any free subscription plan for a Geoscape API will be automatically cancelled if you subscribe to a paid subscription plan for that Geoscape API. You can otherwise cancel a free subscription plan at any time by closing your Geoscape Developer account.

25.4 We can cancel your subscription plan by giving you at least 30 days' notice. If we cancel your subscription plan under this clause, the cancellation will be effective at the end of the subscription period during which our 30 day

We can audit you if we give you at least 5 Business Days' notice. You must cooperate and give us the information and access we need to do so.

If an audit reveals that you haven't met your obligations, you'll need to fix that, and we can suspend your access until you do.

If you've seriously breached your agreement with us, you'll need to pay the audit cost.

You need to give us 24 hours' notice to cancel a monthly paid subscription plan and 21 days' notice to cancel a yearly paid subscription plan. Your cancellation of a paid plan will be effective at the end of the subscription period that covers your notice. For example, if you give 21 days' notice on 15 March to cancel a paid yearly plan that started on 1 April, your cancellation will be effective on 31 March of the following year.

If you cancel your subscription, you won't be entitled to any refunds.

We can cancel your subscription on 30 days' notice. If we do, you can continue to use our APIs until the end of subscription period during which the 30 day notice period expires.

We can also cancel your subscription on 7 days' notice if

16

your subscription plan is affected by changes in the law, your business or our arrangements with our providers. If we do that, we'll refund any fees you've paid in advance on a pro-rata basis.

notice period expires.

25.5 If there has been a change in any Laws, your business or our arrangements with providers affecting your subscription plan, we can cancel your subscription plan by giving you at least 7 days' notice. If we cancel your subscription plan under this clause:

(a) the cancellation will be effective at the end of the notice period; and

(b) we will refund to you any fees you have paid in advance for the period beyond that date on a pro-rata basis.

You can terminate your agreement if we:

- *breach our agreement, and don't fix it within 14 days of you asking us to;*

- *breach our agreement and that breach can't be fixed*

- *become insolvent.*

We can terminate or suspend your agreement if you:

- *use our products or services for a purpose that is not permitted under your agreement with us*

- *allow unauthorised access to or use of our products or services*

- *breach your agreement, and don't fix it within 14 days of us asking you to*

- *breach our agreement and that breach can't be fixed*

- *become insolvent*

- *have done something against the law*

- *otherwise damage our reputation or other interests*

We can also terminate your agreement if all your subscription plans are cancelled or expire.

If you terminate your agreement under this clause (or we terminate under clause 33 because you've rejected our proposed variation) we'll refund any fees you've paid in advance on a pro-rata basis.

26 Termination

26.1 Without limiting your other rights under your Geoscape Developer Agreement, and to the extent permitted by law, you can terminate your Geoscape Developer Agreement with immediate effect by written notice to us:

(a) if we have breached any term of your Geoscape Developer Agreement and:

(i) if the breach is capable of remedy, we have not remedied the breach within 14 days of receiving notice from you requiring the breach to be remedied; or

(ii) the breach is not capable of remedy; or

(b) if we are subject to an Insolvency Event.

26.2 Without limiting our other rights under your Geoscape Developer Agreement, and to the extent permitted by Law, we may terminate or suspend your Geoscape Developer Agreement, or any part of it, with immediate effect by written notice to you if we have reasonable grounds to suspect that you:

(a) have used Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material for a purpose that is not permitted by your Geoscape Developer Agreement;

(b) have allowed unauthorised access to or use of Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material;

(c) have breached any other term of your Geoscape Developer Agreement and:

(i) if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice from us requiring the breach to be remedied; or

(ii) the breach is not capable of remedy;

(d) are subject to an Insolvency Event;

(e) have contravened any Laws; or

(f) have otherwise caused damage to our reputation, goodwill or other interests by your act or omission.

26.3 We may also terminate your Geoscape Developer

Agreement if all your subscription plans are cancelled or expire for any reason.

26.4 Where your Geoscape Developer Agreement terminates in accordance with clauses 26.1 or 33.3, we will refund to you any fees you have paid in advance on a pro-rata basis.

27 Effect of termination

When your agreement ends, so do your subscription plans and your rights to use our services. Your Geoscape Developer account will be closed.

If you owe us any money, it becomes payable immediately.

You allow us to step into your shoes to take action against End Users in relation their use of our Data (or material created using it).

You must stop identifying yourself as a user of our products and services.

If we terminate your agreement because of your default, we may also end your rights to use our Data and material created using our Data. If we do, we may also require you to permanently delete it all.

27.1 On termination of your Geoscape Developer Agreement for any reason:

(a) all your subscription plans will be cancelled and your Geoscape Developer account will be closed;

(b) you must immediately pay any fees or other amounts due to be paid to us;

(c) you irrevocably appoint us as your agent for the purposes of enforcing your rights against your End Users as they relate to use of Geoscape APIs, our Data and Derived Material and you must take all reasonable steps to ensure that such End Users do not challenge the validity of that appointment;

(d) you must not identify yourself in any way as a user of Geoscape APIs or our Data;

(e) each party retains the rights it had against the other party in respect of any past breach, in addition to any other rights, powers or remedies provided by Law; and

(f) you must comply with our reasonable directions regarding the termination.

27.2 On termination of your Geoscape Developer Agreement in accordance with clause 26.2, we may revoke your licence to use our Data and Derived Material by notice to you. If this occurs, you must within 14 days of a request by us:

(a) promptly and permanently delete any Data and Derived Material in your control or possession; and

(b) sign and return to us a statutory declaration confirming your compliance with this clause 27.2, in a form that is satisfactory to us.

28 Limitation of liability

As is standard market practice, we limit our liability to you and neither of us will be liable to each other for consequential losses.

28.1 Our maximum aggregate liability to you for any Losses suffered by you in connection with your Geoscape Developer Agreement, however caused, including by our negligence, is limited to the Liability Cap per event or series of related events.

28.2 Neither party will be liable for any Consequential Losses arising from or in connection with your Geoscape Developer Agreement.

29 Indemnities

We agree to cover each other's losses in certain circumstances.

29.1 You agree to indemnify us and our directors, officers,

18

You agree to cover our losses that result from any misuse of our products or services by or through you, or any use of your Apps or material created using our Data.

We agree to cover your losses that result from claim that our products or services infringe someone else's rights except in certain circumstances, like where you've changed our products or services and those changes contribute to the claim or where you don't use the updates we supply. If you want us to cover these types of losses, you have to cooperate with us in relation to any claim and let us handle the legal proceedings.

We both have to try to mitigate any losses we do suffer.

If our own negligence contributes to a loss, we can't recover from each other to that extent.

employees, agents, and contractors from and against all Claims and Losses reasonably incurred as a result of any use:

(a)   by or through you of Geoscape Developer, Geoscape APIs, Developer Documentation, our Data or Derived Material for a purpose or in a manner that is not permitted by your Geoscape Developer Agreement; or

(b)   of, or inability to use, your Apps or any other Derived Material created pursuant to your Geoscape Developer Agreement.

29.2   We agree to indemnify you from and against all Claims and Losses reasonably incurred as a result of a third party claim against you alleging that use of Geoscape Developer, Geoscape APIs, Developer Documentation or our Data infringes the Intellectual Property Rights of any person. However, we will not indemnify you:

(a)   to the extent you make any modifications to our products or services and those modifications contribute to the Claim or Losses;

(b)   where you use our products or services in combination with any hardware, software or other products or services in a manner that causes the actual or alleged infringement;

(c)   where the infringement arises due to your failure to use an update for our products or services that is made available to you by us;

(d)   where you do not comply with any specifications or directions provided by us relating to our products or services; or

(e)   where the actual or alleged infringement arises due to use of our products or services for a purpose or in a manner that is not permitted by your Geoscape Developer Agreement.

29.3   To rely on the indemnity in clause 29.2, you must:

(a)   allow us to conduct any legal proceedings;

(b)   provide us with all reasonable assistance to allow us to defend any Claim;

(c)   follow any reasonable direction we give you; and

(d)   not settle or make any admissions of liability without first obtaining our prior written consent.

29.4   Each party must mitigate its Losses that would otherwise be recoverable from the other party under your Geoscape Developer Agreement by taking appropriate and commercially reasonable steps to reduce or limit the amount of such Losses.

29.5   Each party's liability to indemnify the other party under this clause 29 will be reduced proportionally to the extent that any negligent act or omission of the indemnified party contributed to the Claim or Loss.

If we have a disagreement, we

30   Dispute Resolution

30.1 If any dispute arises between the parties in connection with your Geoscape Developer Agreement, then both parties will first attempt to resolve the dispute by negotiation in good faith. If the dispute is not resolved within 20 Business Days of the date on which notice of the dispute is given by a party, either party may submit the dispute to mediation in accordance with this clause 30.

30.2 The mediation procedure will be:

   (a) either party may start mediation by serving a mediation notice on the other party on expiration of the 20 Business Day period referred to in clause 30.1;

   (b) the notice must state that a dispute has arisen and identify what the dispute is;

   (c) the parties should jointly appoint a mediator but if the parties fail to agree on the appointment within five Business Days of service of the mediation notice under clause 30.2(a), either party may apply to the Resolution Institute to appoint a mediator;

   (d) once a mediator has accepted their appointment, the parties must comply with the mediator's instructions;

   (e) the mediation will be held in Canberra, Australian Capital Territory, Australia in accordance with the mediation rules of the Resolution Institute; and

   (f) if the dispute is not resolved within 20 Business Days of the appointment of the mediator, or any other period agreed by the parties in writing, the mediation ceases.

30.3 The mediator may fix the costs for mediation, including the mediator's costs, which must be paid equally by the parties.

30.4 The mediation is confidential and statements made by the mediator or the parties, and discussions between the parties before, after or during the mediation, cannot be used in legal proceedings.

30.5 This clause is without prejudice to and does not limit the rights of a party to:

   (a) seek urgent injunctive relief against the other party at any time; or

   (b) exercise any right pursuant to the terms of your Geoscape Developer Agreement.

31 Force Majeure

31.1 A party will not be liable for any failure to perform or delay in performing its obligations under your Geoscape Developer Agreement if that failure or delay is due to a Force Majeure Event.

31.2 If that delay or failure to perform exceeds 30 days, either party may immediately terminate your Geoscape Developer Agreement by written notice to the other

either of us can end your agreement with us.

party.

31.3 This clause 31 does not relieve you of or suspend your obligation to pay any Fees owed to us.

32 Inconsistency

We do our best, but sometimes things might not align perfectly across all of our documents.

If this happens, you should follow the documents that make up your agreement with us in the order of this list.

32.1 In the event of any inconsistency between these Terms and other documents which comprise your Geoscape Developer Agreement, the following order of precedence will apply to the extent of the inconsistency:

(a) any subscription plan that you agree to;

(b) any specific terms applicable to a Geoscape API used by you;

(c) any other additional or custom terms incorporated by reference or that you agree to; and then

(d) these Terms.

33 Changes to your Geoscape Developer Agreement

Your agreement with us might need to change to reflect changes in the law, your business or our arrangements with our providers. We will tell you about any of those changes at least 7 days before they are made.

If we want to make any other changes to the terms of your agreement, we will let you know at least 30 days beforehand.

You're allowed to say "no" to our proposed changes. But if you do, we're allowed to end your agreement with us on 30 days' notice. If we do that, we'll refund any fees you've paid in advance on a pro-rata basis.

33.1 If there has been a change in any Laws, your business or our arrangements with providers affecting your Geoscape Developer Agreement, we may give you 7 days' notice that your Geoscape Developer Agreement will be varied to reflect the relevant change, and the variation will take effect at the end of the 7 day notice period.

33.2 Subject to clause 33.3 and where clause 33.1 does not apply, we may give you 30 days' notice that your Geoscape Developer Agreement will be varied (the **Proposed Variation**).

33.3 Within the 30 day notice period, you can reject any part of the Proposed Variation. If you reject any part of the Proposed Variation, you acknowledge that we may terminate your Geoscape Developer Agreement on 30 days' notice to you. If we do so, we will refund to you any fees you have paid in advance on a pro-rata basis.

33.4 Any parts of a Proposed Variation that you do not reject in accordance with clause 33.3 will take effect at the end of the 30 day notice period.

34 Export control

You must follow any applicable export and sanctions laws.

This means that there may be certain countries, organisations and people that you can't use our products and services to do business with.

34.1 You acknowledge that export control and sanctions laws may prohibit you from selling, reselling, exporting, re-exporting, trading or otherwise transferring certain products and services within certain countries or with certain persons and organisations.

34.2 You must comply with all applicable export control and sanctions laws, rules and regulations during the term of your Geoscape Developer Agreement.

35 Miscellaneous

Last are what the lawyers call the 'boilerplates'. Don't worry, you are nearly there!

35.1 In your Geoscape Developer Agreement:

You can't transfer any promises you make us or rights you have to someone else without our permission.

If we don't think it will adversely affect your rights, we can assign, subcontract and deal with our rights and obligations.

We both agree that we only waive our rights if we let one another know in writing that we're doing so.

If parts of your agreement with us are considered to be invalid or unenforceable, those parts will be severed, and the rest of your agreement will live on.

Speaking of living on, even after your agreement with us ends, you must make sure you still comply with some obligations.

Like in any good relationship, each of us will behave in a manner that supports the promises we've given to each other.

Your agreement with us doesn't make us legal partners. We're independent contractors to each other.

We should give each other notice by email where possible. When we give each other notice, we can consider it received on delivery if by hand, and within one hour if by email.

Finally, your agreement is governed by the laws of the Australian Capital Territory.

(a) the singular includes the plural and vice versa;

(b) the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to international treaty, intergovernmental body, or government authority and other official authority;

(c) a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;

(d) dollars ($) means Australian dollars unless otherwise explicitly stated;

(e) the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions;

(f) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;

(g) no term will be construed to the disadvantage of a party merely because that party was responsible for its preparation or inclusion.

35.2 You must not assign any of your rights or obligations under your Geoscape Developer Agreement without our prior written consent. We may, to the extent permitted by law, assign or subcontract any of our rights or obligations under your Geoscape Developer Agreement at any time in circumstances where, in our opinion acting reasonably, the assignment will not adversely affect your rights.

35.3 A failure to exercise or delay in exercising any right under your Geoscape Developer Agreement does not constitute a waiver and any right may be exercised in the future. Waiver of any rights under your Geoscape Developer Agreement must be in writing and is only effective to the extent set out in that written waiver.

35.4 If any term of your Geoscape Developer Agreement is void, unenforceable or illegal and would not be so if words were omitted, then those words are severed or, if this cannot be done, the entire term is severed from your Geoscape Developer Agreement without affecting the validity or enforceability of the remaining terms.

35.5 The termination of your Geoscape Developer Agreement does not operate to terminate any rights or obligations that by their nature are intended to survive termination or expiration, and those rights or obligations remain in full force and binding on the party concerned including without limitation the rights and obligations under clauses 9, 10, 11, 13, 14, 15, 16, 17, 21, 22, 23, 24, 27, 28, 29, 30, 32, 34, and 35.

35.6 Each party must:

(a) do all acts necessary or desirable to give full effect to your Geoscape Developer Agreement; and

(b) refrain from doing anything which might prevent

full effect being given to your Geoscape Developer Agreement.

35.7 The relationship between the parties is and will remain that of independent contractors, and nothing in your Geoscape Developer Agreement constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties, except where expressed stated otherwise.

35.8 Other than where notices are required to be hand delivered by law, notices from a party must be delivered electronically and sent to the following email addresses:

(a) where you send notice to us, our contact email address available through Geoscape Developer from time to time: and

(b) where we send notice to you, the contact email address you provide in your Geoscape Developer account.

35.9 Notices will be deemed to have been received:

(a) by hand on delivery; and

(b) by email within one hour of the email being sent (unless the sender knows that the email has failed).

35.10 Your Geoscape Developer Agreement is governed by the laws in force in the Australian Capital Territory, and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

36   Dictionary

In your Geoscape Developer Agreement, the words below have the following meanings:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation.

App means any application or integrated solution created by you that uses a Geoscape API and allows access to our Data or Derived Material.

Business Day means any day except a Saturday, Sunday or public holiday in the place in which an act is to be done.

Claim means any claim, demand, suit, action or proceeding whether arising under contract (including under this agreement), in tort (including negligence), at common law, in equity, under statute, indemnity or otherwise.

Confidential Information means all information and other content disclosed by the parties to each other in connection with your Geoscape Developer Agreement and includes all information relating to Geoscape Developer, Geoscape APIs, Developer Documentation and our Data, but excludes information that:

(a) is public knowledge or becomes available to a party from a source other than the other party (otherwise than as a result of a breach of confidentiality); or

(b) is rightfully known to, or in the possession or control of a party and not subject to an obligation of confidentiality in accordance with the terms of your Geoscape Developer Agreement.

Consequential Loss means any Loss suffered by a party as a result of an act or omission of the other party that cannot reasonably be considered to arise naturally from that act or omission,

including any loss of reputation, loss of actual or anticipated savings or loss of bargain, but excluding losses suffered by a third party for which a party becomes liable as a result of the other party's act or omission.

Consumer has the meaning provided to it in section 3 of the Australian Consumer Law.

Consumer Guarantee means a guarantee provided under Division 1 of Part 3-2 of the Australian Consumer Law.

Data means any data product that we make available through Geoscape APIs from time to time.

Data Breach means any:

(a)   loss of; or

(b)   unauthorised access to, use of, viewing, extraction, copying, transmission, disclosure or modification of,

Geoscape Developer, Geoscape APIs, Developer Documentation, our Data, Derived Material, Personal Information or Confidential Information.

Developer Documentation means any look-up tables, class or method documentation, code snippets, software development kit, API or function specification documents and other developer guide documentation we provide to you in connection with Geoscape Developer.

Derived Material means any product, service, output or other material that is created or developed using our Data, that may or may not contain our Data, and includes any product, service, output or other material that is created or developed using Derived Material. For example, a product that is created using our Data is Derived Material, and so is any secondary product that is created from that first product.

End User means any person to whom your App is distributed.

Force Majeure Event means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of a party.

Geoscape Developer means the portal through which developers can access Geoscape Developer APIs and Developer Documentation.

Geoscape API means an applicable programming interface service offered by us through Geoscape Developer.

Geoscape Copyright Notice and Disclaimer means the webpage available through the Geoscape Australia website that sets out the copyright and disclaimer information for our Data, as updated by us from time to time.

Insolvency Event means, in relation to a body corporate, a liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; in relation to an individual or partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the preceding events.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world including, but not limited, to the rights comprised in any copyright (including database rights), trade marks, patents, confidential information (including Confidential Information) and trade secrets, know-how and processes.

Laws means all laws, statutes, ordinances, rules, regulations, by-laws, decrees, orders and the like, whether of a government or other authority or agency having jurisdiction over a party.

Liability Cap means an amount equal to the total amount of fees paid by you to us under your Geoscape Developer Agreement during the 12 months immediately preceding the first event giving rise to any Loss.

Loss means any loss, liability, cost (including all legal costs and other associated fees and costs), expense, damage, charge, penalty, outgoing or payment however arising, whether present,

unascertained, immediate, future or contingent.

Open Data means any data subject to an open licence and includes the data described in the Geoscape Copyright Notice and Disclaimer as being open data.

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Privacy Laws means:

(c)   the *Privacy Act 1988* (Cth), including the Australian Privacy Principles;

(d)   any applicable privacy code approved under *the Privacy Act 1988* (Cth); and

(e)   any other applicable laws or codes governing Personal Information;

as amended or replaced from time to time.

Resolution Institute means the Resolution Institute ACN 008 651 232.

User Data has the meaning given to it in clause 11.

All other terms have their plain English meaning. If you are unsure about the meaning of any terms used, please contact support@geoscape.com.au.

Geoscape Terms of Use

These Geoscape Terms of Use (**these Terms**) set out the terms and conditions on which you can use our Geoscape website (**our Website**) and Geoscape Data on Demand.

These Terms legally bind you where you:

- access our Website; or
- register for a Geoscape Account to access Geoscape Data on Demand and agree to these Terms when prompted.

You agree that when you register a Geoscape Account or access our Website, you do so on behalf of your organisation, unless you are clearly registering an account or accessing our Website as an individual.

Where you register a Geoscape Account or access our Website on behalf of your organisation (as its employee, officer, agent, contractor or other representative), you warrant to us that you have full legal authority to bind your organisation to these Terms.

We've included a brief explanation of each part of these Terms on the left side to help you understand them. However, it's the words on the right side that legally bind you.

We provide access Sample Data so that you can assess the data we offer and decide whether it is suitable for your business.

Sample Data is free, but your licence to use it is very limited. You must only use it to evaluate its suitability. You must not use it in any commercial way.

It's also important that you don't change any names or notices on our Sample Data to make it less clear who owns it.

At the end of any period we have set for you to evaluate the Sample Data, you must permanently delete it.

We make no representation or warranties regarding this Sample Data, except that we are allowed to give it to you and that your evaluation of it won't breach anyone else's rights.

You can download Sample Data that we explicitly make available for download, but you mustn't download, extract, scrape or otherwise harvest any other data from Geoscape Data on Demand or our Website.

1. **Evaluating our Sample Data**

1.1 From time to time we may make Sample Data available through Geoscape Data on Demand or our Website.

1.2 We grant you a limited, worldwide, non-exclusive, non-sublicensable, non-transferrable licence to use Sample Data strictly for the purpose of internally evaluating the suitability of the Sample Data and Geoscape Data on Demand for your business needs (the **Permitted Purpose**) in accordance with these Terms.

1.3 You must not commercially exploit Sample Data in any way, including by using it to develop capability (including machine learning capability), products, services, outputs or other material (including machine learning algorithms) for commercialisation or potential commercialisation.

1.4 You must not remove, deface, change, distort, delete or cover up:

(a) any name or mark on the Sample Data which indicates that we are the owner of the Data; or

(b) any copyright or other proprietary notices which appear in writing on or in any part of the Sample Data.

1.5 Your licence to use Sample Data may be:

(a) limited to a trial period nominated by us, which we may change by notice to you; and

(b) subject to other restrictions or limitations notified to you by us from time to time.

1.6 At the end of any trial period nominated by us under clause 1.5(a), you must permanently delete any copies of Sample Data in your possession or control and, if requested by us, provide us with evidence or a statutory declaration satisfactory to us that you have permanently deleted the Sample Data.

1.7 The Sample Data is provided 'as is' and neither we, nor our source data providers make any representations or give any warranties regarding the accuracy or completeness of the

Sample Data, or that the Sample Data is suitable for your particular business needs.

1.8 We warrant that we are entitled to grant you the licence to use the Sample Data pursuant to clause 1.2 and that the grant of that licence does not infringe the Intellectual Property Rights of any third party.

1.9 You may download Sample Data that we explicitly make available for download. However, you must not otherwise download, extract, scrape or otherwise harvest data from Geoscape Data on Demand or our Website.

If you're an organisation, you can authorise people within your organisation to use your Geoscape Account on the organisation's behalf. We call them your Authorised Users.

However, you're responsible for what your Authorised Users do and you must make sure they comply with these Terms on behalf of your organisation.

2. **Authorised Users**

2.1 You may authorise your employees, officers, agents, contractors and other representatives to use your Geoscape Account on your behalf and exclusively for your benefit. In these Terms, they are known as your Authorised Users.

2.2 You are responsible for ensuring that your Authorised Users use your Geoscape Account in accordance with these Terms, as though they are you.

We may change the features or functions of Geoscape Data on Demand and our Website from time to time without notice. We're not obliged to make any changes for you.

We may also change these Terms from time to time. If you have a Geoscape Account with us, we will let you know about these changes in advance.

If you don't want your Geoscape Account to continue because of changes to these Terms, you should close your Geoscape Account. You may also terminate any Subscription Agreement you have with us. If you do terminate your Subscription Agreement because we've changes these Terms, we'll give you a refund for any unused data credits.

3. **Change**

3.1 We may vary the features, functions, content and other benefits available to you and your Authorised Users as part of Geoscape Data on Demand and our Website from time to time, without providing prior notice of the variation to you.

3.2 Nothing in these Terms imposes any obligation on us to develop, release or install for you any content, updates, upgrades, patches, bug fixes, new releases or new versions in relation to Geoscape Data on Demand or our Website.

3.3 You agree that we may vary these Terms from time to time. If you have a Geoscape Account, we will give you notice of any changes to these Terms, and these changes will take effect 30 days from the date on which we give you notice. If you do not want your Geoscape Account to continue after we have changed these Terms, you should close your Geoscape Account and terminate any Subscription Agreement you have with us. If you do terminate a Subscription Agreement under this clause, we will refund to you any amounts you have already paid for Data Credits (as defined in your Subscription Agreement) that you will not use.

Not everything on Geoscape Data on Demand or our Website is ours. You acknowledge that we may use third parties for some features and functionality, and that additional third party terms apply when we

4. **Third Party Applications**

4.1 Geoscape Data on Demand and our Website interact with Third Party Applications, and require Third Party Applications or Third Party Providers to be used for particular features or functionality.

do.

Since we can't control them, we don't make any representations or give any warranties about Third Party Applications.

4.2 You acknowledge that these Third Party Applications are subject to the Third Party Provider Terms set out in clause 4.4, and you must ensure that your use (including use by any Authorised User) of these Third Party Applications complies with the relevant Third Party Provider Terms.

4.3 We do not make any representations or give any warranties regarding Third Party Applications.

4.4 The Third Party Applications used by Geoscape Data on Demand and our Website include those listed below, which are subject to the following terms (**Third Party Provider Terms**):

(a) Apollo Graph Manager:

(i) terms of service: https://www.apollographql.com/Apollo-Terms-of-Service.pdf;

(ii) privacy policy: https://www.apollographql.com/Apollo-Privacy-Policy.pdf;

(b) Amazon Web Services: https://aws.amazon.com/legal/;

(c) Intercom: https://www.intercom.com/terms-and-policies#terms;

(d) HelpHero:

(i) terms of service: https://helphero.co/terms;

(ii) privacy policy: https://helphero.co/privacy/;

(e) Mapbox: https://www.mapbox.com/legal/tos/;

(f) Sentry: https://sentry.io/terms/; and

(g) Stripe:

(i) services agreement: https://stripe.com/au/legal; and

(ii) privacy policy: https://stripe.com/au/privacy.

We may provide links to Third Party Websites. Their inclusion is for your convenience and is not an endorsement by us.

We're not responsible for any content on Third Party Websites.

5. Links to Third Party Websites

5.1 Geoscape Data on Demand and our Website may contain links to other websites that are owned and operated by third parties and not under our control (**Third Party Websites**).

5.2 Links to Third Party Websites on Geoscape Data on Demand or our Website are provided as a convenience to you and not as an endorsement of the Third Party Websites, their content or their owners and operators.

5.3 We are not responsible for the content on any Third Party Website.

Security is very important to us.

You must ensure that you take care of your passwords and usernames by protecting and not

6. Usernames and passwords

6.1 You are responsible for maintaining, securing and protecting the username and password to access your Geoscape

Account, and ensuring that they are used only by you or any Authorised User to whom they have been issued.

6.2 If an Authorised User ceases to be employed or engaged by you, or is no longer authorised by you to access Geoscape Data on Demand, you must ensure that they are no longer able access and use Geoscape Data on Demand on your behalf.

6.3 You must not:

(a) transfer usernames and passwords;

(b) allow usernames and passwords to be transferred between Authorised Users or other individuals; or

(c) create, or allow third parties to create on your behalf, accounts with us through unauthorised means, including by using an automated device, script, bot or other similar means.

6.4 You must immediately notify us if a username and password are lost, stolen, missing or otherwise compromised and take immediate steps to change the relevant password.

6.5 We reserve the right to change or revoke usernames and passwords at any time. If we do so, we will provide you with written notice.

7. Your responsibilities and obligations

7.1 You are responsible for ensuring that your use, and use by your Authorised Users, of Geoscape Data on Demand complies with all applicable laws, regulations and codes of conduct and does not infringe the Intellectual Property Rights or other rights of any person.

7.2 You must:

(a) not modify, adapt, translate, reverse engineer, de-compile, disassemble or copy all or any part of Geoscape Data on Demand or our Website;

(b) not interfere with or disrupt Geoscape Data on Demand or our Website, including by transmitting any viruses, spyware, malware or any other code of a destructive or disruptive nature;

(c) immediately notify us if you become aware of any breach of the provisions of these Terms by you or an Authorised User;

(d) comply with any Documentation made available by us to you from time to time;

(e) not attempt to circumvent or break any encryption, decryption or other security device or technological protection measure contained in Geoscape Data on Demand or our Website;

(f) not distribute any part of Geoscape Data on Demand for commercial purposes or otherwise sublicense or resell access to Geoscape Data on Demand;

(g) not permit any person other than your Authorised Users to use Geoscape Data on Demand; and

(h) not, and must ensure that your Authorised Users do not, upload any Unacceptable Content to Geoscape Data on Demand.

| | 7.3 | If we reasonably believe that any Unacceptable Content has been uploaded to Geoscape Data on Demand, we may remove this Unacceptable Content. |

You should read our [Privacy Policy](#). It describes how we handle your Personal Information.

8. Privacy

We handle any Personal Information collected in the course of you using our Website or providing you and your Authorised Users with Geoscape Data on Demand in accordance with our [Privacy Policy](#).

We don't guarantee that Geoscape Data on Demand and our Website will always be available.

We will try to let you know about any scheduled downtime in advance, but sometimes this may not be possible.

9. Availability

9.1 We strive to make Geoscape Data on Demand and our Website available 24/7, but from time to time Geoscape Data on Demand or our Website, or some of their features or functions, may be unavailable (for example, due to scheduled or unscheduled maintenance of Geoscape Data on Demand, our Website or Geoscape Infrastructure).

9.2 If you have a Geoscape Account, we will give you notice of any scheduled unavailability of Geoscape Data on Demand or our Website where we can reasonably do so.

If you have a Geoscape Account, we may close it at any time if you are only using it as part of a Trial.

If you use your Geoscape Account for other purposes (for example, to order Data from us as part of a subscription) we can only close your Geoscape Account in certain circumstances, including where:

- *we terminate your Subscription Agreement for cause;*

- *you breach of these Terms and that breach can't be fixed;*

- *you breach these Terms and don't fix it within 7 days of us asking you to;*

- *you become insolvent.*

We may block your access to our Website for any reason, including if we think you don't or won't comply with these Terms.

10. Termination

10.1 If you use Geoscape Data on Demand as part of a Trial only, we may terminate or suspend your Geoscape Account (and access to Geoscape Data on Demand), including the licence granted in clause 1.2 of these Terms, without cause and with immediate effect by notice to you.

10.2 If you use Geoscape Data on Demand other than as part of a Trial (for example, under a Subscription Agreement), we may, by written notice to you, terminate your Geoscape Account (and access to Geoscape Data on Demand) with immediate effect if we have reasonable grounds to suspect that you:

(a) have contravened or are contravening any laws;

(b) have breached any terms of your Subscription Agreement, and we terminate your Subscription Agreement in accordance with those terms;

(c) due to your act or omission, have caused damage to our reputation, goodwill or other interests;

(d) due to your act or omission, allowed unauthorised access to our Data or Geoscape Data on Demand;

(e) have breached these Terms and:

  (i) if the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice from us requiring the breach to be remedied; or

  (ii) the breach is not capable of remedy; or

(f) are subject to an Insolvency Event;

10.3 Upon termination of your Geoscape Account, you must immediately cease using, and ensure that each Authorised User ceases using, Geoscape Data on Demand, and we may disable all of your, and your Authorised Users', usernames and passwords.

10.4 We may prevent you from accessing our Website in our sole discretion for any reason, including if we have reason to believe that you have breached these Terms, you do not intend to comply with these Terms, you are unable to comply with these Terms or to otherwise protect our business interests.

We both agree to keep each other's Confidential Information confidential.

If either of us suspects a breach of the other's confidentiality, we must immediately let each other know and try to stop any further unauthorised use or disclosure.

11. Confidentiality

11.1 Both parties:

(a) may use the other party's Confidential Information solely for the purposes set out in or reasonably contemplated by these Terms;

(b) must keep confidential all the other party's Confidential Information; and

(c) may disclose the other party's Confidential Information only:

(i) to their employees, contractors and professional advisors who:

(A) are aware and agree that the Confidential Information must be kept confidential; and

(B) have a need to know the Confidential Information (and only to the extent that each has a need to know),

(ii) as required by law or securities exchange regulation; and

(iii) with the prior written consent of the other party.

11.2 Each party must notify the other immediately if they become aware of any breach of confidentiality in respect of the other's Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

Your only rights to use our intellectual property are those expressly set out in these Terms, for example the right to use Sample Data under clause 1.

12. Intellectual Property

Except as otherwise expressly set out in these Terms (including in clause 1), you acknowledge that nothing in these Terms grants you any rights or ownership in respect of Intellectual Property Rights in Geoscape Data on Demand, our Website, our Data, or any Documentation.

Geoscape Data on Demand and our Website are offered 'as is' and 'as available' – we do not make any representations or give any guarantees about them.

13. Disclaimer

13.1 Geoscape Data on Demand and our Website are provided to you on an 'as is' and 'as available' basis. Subject to clause 14.1, We do not make any representations or give any warranties or guarantees:

(a) about the accuracy, reliability or completeness of Geoscape Data on Demand or our Website or any content provided through them;

(b) that your access to Geoscape Data on Demand or our Website will be uninterrupted, error free or free from

corruption, viruses, interference, hacking or other security intrusion;

(c) that Geoscape Data on Demand or our Website will be fit for any particular purpose.

14. Liability

Nothing in these Terms excludes or limits any of your rights under the Australian Consumer Law.

However, other than where the Consumer Guarantees apply, we exclude all liability to you and exclude any warranties regarding the performance of Geoscape Data on Demand or Our Website.

Neither of us will be responsible for any Consequential Loss.

14.1 Nothing in these Terms should be interpreted as attempting to exclude, restrict or modify the application of any Consumer Guarantees under the Australian Consumer Law.

14.2 Subject to clause 14.1 and notwithstanding any other provision of these Terms, we will not be liable for any Loss suffered by you which arises out of or in connection with your use of Geoscape Data on Demand or our Website, including any Loss arising from:

(a) any computer viruses or malicious code being transferred by or obtained as a result of the use of Geoscape Data on Demand or our Website; or

(b) any hacking into, data security issues or other similar attacks on Geoscape Data on Demand, our Website or the Geoscape Infrastructure.

14.3 Neither party will be liable for any Consequential Loss (however caused) suffered or incurred by the other party in connection with these Terms.

15. General provisions

Last are what the lawyers call the 'boilerplates'. You are nearly there!

This agreement is governed by the laws of the Australian Capital Territory.

If we can't keep our promises because of some unavoidable, catastrophic incident (imagine a prolonged power outage, extreme natural disaster or an outbreak of war), neither of us will hold that against each other.

If any part of these Terms is found to be unworkable, that should not impact the rest of these Terms. The unworkable part should simply be removed.

The meaning of general words isn't limited by any specific examples included in these Terms.

15.1 These Terms are governed by the laws in force in Australian Capital Territory, and the parties submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and the Federal Court of Australia.

15.2 A party will not be liable for any failure to perform or delay in performing its obligations under these Terms if that failure or delay is due to a Force Majeure Event and it has provided notice to the other party of the Force Majeure Event.

15.3 If any provision of these Terms is void, unenforceable or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done, the entire provision is to be severed from these Terms without affecting the validity or enforceability of the remaining provisions of these Terms.

15.4 In these Terms, the meaning of general words is not limited by specific examples introduced by 'includes', 'including', 'for example' or 'such as' or similar expressions.

16. Definitions

In these Terms:

Australian Consumer Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation.

Authorised Users has the meaning given in clause 2.

Confidential Information means all information and other content disclosed by the parties to each other in connection with Geoscape Data on Demand, our Website or these Terms but excludes information that:

(a)   is public knowledge or becomes available to a party from a source other than the other party (otherwise than as a result of a breach of confidentiality); or

(b)   is rightfully known to, or in the possession or control of a party and not subject to an obligation of confidentiality in accordance with the terms of these Terms.

Consequential Loss means

(a)   any form of indirect, special or consequential loss, including loss of reputation, loss of profits, loss of data, loss of actual or anticipated savings, loss of bargain and loss of opportunity; and

(b)   any loss beyond the normal measure of damages.

Consumer Guarantee means a guarantee provided under Division 1 of Part 3-2 of the Australian Consumer Law.

Data means the data products that we make available through Geoscape Data on Demand from time to time.

Documentation means any manuals, guides, reference materials or other similar documents in any form made available by us to you in connection with Geoscape Data on Demand or our Website.

Force Majeure Event means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of a party.

Geoscape Account means the account that you register to be able to access and use Geoscape Data on Demand.

Geoscape Data on Demand means the data delivery platform made available by us at https://geoscape.app from time to time.

Geoscape Infrastructure means the computer servers or other hardware used by us in connection with our provision of Geoscape.

Insolvency Event means, in relation to a body corporate, a liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; in relation to an individual or partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the preceding events.

Intellectual Property Rights means any and all intellectual and industrial property rights anywhere in the world including, but not limited, to the rights comprised in any copyright (including database rights), trade marks, patents, confidential information (including Confidential Information) and trade secrets, know-how and processes.

Loss means any loss, liability, cost, claim, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent, and includes direct loss and Consequential Loss.

Personal Information has the meaning given to it under the *Privacy Act 1988* (Cth).

Subscription Agreement means an agreement between you and us to subscribe to purchase our Data through Geoscape.

Third Party Application means any product, service, system, application or internet site integrated or interfaced with Geoscape Data on Demand or our Website that is owned or operated by a Third Party Provider.

Third Party Websites has the meaning given in clause 5.

Third Party Provider means any third party that provides products or services that are used by you or an Authorised User in connection with Geoscape Data on Demand or our Website.

Third Party Provider Terms has the meaning given in clause 4.4.

Trial means your access to our Sample Data on a short term trial basis.

Sample Data means any Data that we allow you to access through our Website or Geoscape Data on Demand without signing up to a Subscription Agreement or other purchase agreement.

Unacceptable Content means:

(a)   content which, in our reasonable opinion, is obscene, offensive, upsetting, defamatory, illegal or inappropriate, infringes or appears to infringe the Intellectual Property Rights of

any person or contravenes or appears to contravene any applicable laws, regulations or codes of conduct;

(b)   content which is incorrect, false or misleading; or

(c)   files with any viruses, malicious code or other conditions which could damage or interfere with data, hardware or software.

We or **us** means PSMA Australia Limited (ABN 23 089 912 710) trading as Geoscape Australia of Unit 6, 113 Canberra Avenue, Griffith in the Australian Capital Territory.

You or **your** means the person (where an individual has agreed to these terms on their own behalf) or organisation (where an individual has agreed to these terms on behalf of an organisation) who registers with us for a Geoscape Account or uses our Website.