

## Online Services User Terms

Version 1, last updated June 2021

### 1. Our Online Services

- 1.1 Seequent Limited and its affiliated companies (**Seequent, we, our** or **us**) offer online services on these Online Services User Terms (**User Terms**). These online services include:
  - a. public facing websites (including seequent.com) (**Websites**);
  - b. customer or other user portals; or other online interfaces which require log in access and assist the management of user information (including MySeequent) (**Portals**);
  - c. community forums discussion groups, chat areas, bulletin boards, blogs and similar services (**Forums**)  
(together the **Non-Hosted Services**)
  - d. cloud based hosted products licensed by Seequent (including Central) (**Hosted Services**)
- 1.2 These User Terms apply to both the Non-Hosted Services and the Hosted Services (together the **Online Services**), except as expressly set out below.
- 1.3 By using our Online Services, you agree to be bound by these User Terms and acknowledge that you are 18 years of age or older and have the capacity, to be bound by these User Terms.
- 1.4 Where you use our Online Services under a product licence (whether provided directly to you or via a customer of Seequent (eg your employer)), your use will also be subject to Seequent's Product User Terms [(a copy of which is appended to these User Terms below)].

### 2. Your personal information

- 2.1 When you use our Online Services, we may collect your personal information. We use this information to enable us to provide you with the Online Services and to help us improve your experience. Further details of how we use and protect your personal information are set out in our [Privacy Policy](#). By using our Online Services, you agree to our collection and use of your personal information in the manner described in our Privacy Policy.

### 3. Your use of our Online Services

- 3.1 **General:** You agree to use our Online Services in accordance with these User Terms and all applicable laws and regulations. Where you are using a Hosted Service, you agree that you are authorised by the licence holder to access that service.
- 3.2 **Good faith:** You further agree to use our Online Services in good faith and with due care and skill, respecting Seequent's ownership of the Online Services. In particular, you will not:
  - a. copy, modify, reverse engineer, create derivative works from or distribute all or any portion of any Online Services;
  - b. damage or harm our Websites, Portals or other Online Services or any underlying or connected network or system, including by introduce any virus, trojan horse or other malicious code (**Virus**); or
  - c. use any Virus, software programme, algorithm, methodology or other automatic device, to copy any Online Service, or overwrite, monitor, collect or harvest any data, or information found in any Online Service (or manually carry out the same).
- 3.3 **Materials:** From time to time we may make certain materials available as part of our Online Services, such as images, graphics, files, audio, video such as webcasts and podcasts, and documents such as press releases, (**Materials**). You may download, view, listen to or otherwise use the Materials provided that the Materials are used solely for your personal and non-commercial purposes and are not copied, modified or distributed in any way.
- 3.4 **Forums:** Our Forums are provided as a convenience to users and Seequent is not obligated to provide any technical support for or participate in these Forums. While our Forums may include information regarding Seequent products and services (including information from Seequent employees) they are not an official customer support channel for Seequent. Opinions or information shared in Forums by Seequent personnel are those of the individual and do not necessarily represent our views.
- 3.5 Our Forums may be used solely for your personal, non-commercial purposes and you must not copy

or disclose any information shared through our Forums. You also agree not to store or use personal data about other Forum users except where expressly authorised to do so.

#### **4. Your Shared Content**

- 4.1 Some aspects of our Online Services (including Forums) involve the sharing of opinions, data and other information (**Content**) which may be either be yours or shared by you on behalf of another person (eg your employer).
- 4.2 When upload or otherwise share any Content, you confirm that you that you have all necessary authority and permissions to do so and that such Content is not confidential and is not subject to any intellectual property rights of any other person. You agree not to upload or post any illegal or otherwise inappropriate Content (for example, Content which is defamatory, offensive, breaches any law or the rights of any individual, promotes our competitors' products or otherwise reflects adversely on us).
- 4.3 By sharing Content (other than Content uploaded to a Hosted Service), you agree to grant us a perpetual, royalty-free, unrestricted licence to store, reproduce or use your Content for the purposes of operating and developing the Online Services. Content uploaded to a Hosted Service is governed by the Product User Terms.
- 4.4 Seequent does not monitor Content which is shared in the Online Services. However, we reserve the right to review Content from time to time, and to remove or choose not to make available any Content in our sole discretion. If we determine that your Content breaches these User Terms, we may remove such Content and/or block your access to any Online Services without notice or further obligation to you.

#### **5. Your Seequent Account (Seequent ID)**

- 5.1 Where your use of an Online Service requires you to register an account (eg Seequent ID), you agree to provide us with up to date and accurate information as required by the applicable registration form. In some instances, you may also be required to choose a unique password. You must keep your password safe and secure at all times and must not disclose your password to any third party. You also agree:
  - a. you will not share your account with any person, including to enable them to gain unauthorised access to any Online Service;
  - b. your password will be kept safe and secure at all times, and be in a format which is not easily guessed by another person;
  - c. you will take all reasonable steps to prevent someone misusing or gaining unauthorised access to the Online Services via your computer systems or your Seequent account; and
  - d. you will take all reasonable steps to ensure your computer systems and data are free of any Viruses which could compromise the Online Services.

#### **6. Third Party Content**

- 6.1 Our Online Services may provide links to websites products and services of third parties and/or provide Content owned by third parties. Such third party links or Content are provided for your information only and are not necessarily checked, approved or endorsed by Seequent. We give no warranty that any Content is complete or accurate and we accept no responsibility or liability in relation to any third party links or Content or for any loss or damage that may arise from your use of them.

#### **7. Intellectual property rights**

- 7.1 You acknowledge that Seequent owns all intellectual property rights in the Online Systems and that you will not act in any way which would prejudice these intellectual property rights.
- 7.2 You will promptly notify us if you become aware of any unauthorised use or other infringement of our intellectual property rights.

#### **8. Termination of access**

- 8.1 If you become aware of a breach of these User Terms you must notify us as soon as possible. In the event of such breach, Seequent may suspend or limit your use of the Online Services, or terminate or block access to any Online Services, at our sole discretion. We may also from time to time, limit or terminate your access to Non-Hosted Services at our convenience. Seequent will not be liable to you or any third-party for any consequences of the exercise of our rights under this clause.

8.2 You agree to indemnify Seequent, its officers, directors, employees and agents for any costs, losses, expenses, damages suffered by us arising out of your failure to comply with these User Terms.

## 9. Limitation of Liability

9.1 The Non-Hosted Services are provided on an “as is” and “as available” basis.

9.2 The Hosted Services are provided on the basis set out in the Product User Terms and are subject to the limitations of liability set out therein.

9.3 We do not make any warranties (either express or implied) or representations as to the accuracy, timeliness, completeness, merchantability, fitness for a particular purpose of the Online Services. In particular, we do not warrant that your use of the Online Services will be uninterrupted or error free or that any defects will be corrected within a certain period of time (except to the extent provided in clause 9.2). To the extent permissible by law, all conditions or warranties that could be implied into these User Terms are excluded.

9.4 To the extent permitted by law, we (including any of our directors, employees, officers, affiliates, agents or suppliers) will not be liable to you and/or any third party for any loss or damage (including, but not limited to, direct, indirect, incidental, special, punitive, consequential, lost profits, lost revenues, or similar economic loss, whether in contract, tort or otherwise) suffered by you as a result of your use of the Online Services.

9.5 Without limiting clause 9.4, Seequent’s total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these User Terms shall be limited to NZD1,000.

## 10. General

10.1 **Amendment:** We reserve the right to periodically add to, change, or update these User Terms without notice. Once published any new terms will become effective and binding.

10.2 **Waiver and Severability:** The failure of Seequent to exercise or enforce any rights or provisions in these User Terms shall not constitute a waiver of such right or provision. If any part or provision of these User Terms is found to be unenforceable, such part or provision may be modified to make the User Terms as modified legal and enforceable. The balance of the User Terms shall not be affected.

10.3 **Sanctions and Export Control:** You must not use our Online Services in violation of any export or trade embargo laws that apply to you if you are located in a sanctioned country or you are on a sanctioned persons list. We may also restrict the countries from which you can access our Online Services at any time and you agree that you will not act in any way to circumvent such restrictions.

10.4 **Governing Law:** These User Terms, and any disputes arising out of in connection with the use and access of the Online Services are governed by New Zealand law and you submit to the exclusive jurisdiction of the Courts of New Zealand, except where you are using a Hosted Service the governing law will be as determined in the Product User Terms.