

Terms of Service and Use of Website

1. Introduction

Thank you for visiting our website. This website is owned and operated by Climate Mapping Services Pty Ltd ACN 660 724 005 (**CMS**). Any reference to **us**, **we** or **our** is a reference to CMS. CMS is an Australian owned and operated company specialising in reporting of climate related risks. CMS analyses data and prepares a report (**Report**) based on flood maps of 30 metre resolution provided by JBA Risk Management Limited, a company registered in the United Kingdom (**JBA**). JBA is a leading flood risk modeller to the international re-insurers market and other financial sectors. CMS is an authorised reseller of JBA flood risk assessment data for the Australian market. The data provides consistent flood risk analyses for improved decision making worldwide. For information on JBA's technical overview of the datasets used in the Report, please contact CMS on info@climatemappingservices.com.

These terms (together with the documents referred to in them) (**Terms**) constitute a legally binding agreement between you and CMS and govern the terms on which you may use our website <https://www.climatemappingservices.com.au/> (and includes all other websites and sub-sites managed by CMS) (**Our Website**). Use of Our Website includes accessing, browsing, or registering to use Our Website.

Please read these Terms carefully before you start to use Our Website, as these will apply to your use and continued use of Our Website. We recommend that you print a copy of this for future reference.

By using Our Website, you confirm that you accept these Terms and that you agree to comply with them.

If you do not agree to these Terms, you must not use Our Website.

2. Intellectual property rights

Unless otherwise indicated, CMS owns or licenses from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in Our Website and Reports and in all of the material (including all text, graphics, logos, audio and software) made available on Our Website (**Content**). All Content on Our website is protected by the *Copyright Act 1968* (Cth), unless otherwise indicated.

Your use of Our Website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to Our Website or the Content. However, we do grant you a licence to access Our Website, view the Content and obtain a Report on these Terms and, where applicable, as expressly authorised by us and/or our third-party licensors.

Any reproduction or redistribution of Our Website or the Content is prohibited and may result in civil and criminal penalties. In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution.

All other use, copying or reproduction of Our Website, the Reports, the Content or any part of it is prohibited, except to the extent permitted by law. However, you are permitted to make one copy of the Content for the purpose of viewing the Content for your own personal use.

3. Changes to these Terms

We may revise these Terms of use at any time by amending this page. Please check this page on Our Website from time to time to take notice of any changes we made, as they are binding on you.

4. Changes to Our Website

We may update Our Website from time to time, and may change the Content at any time. However, please note that any of the Content on Our Website may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that Our Website, or any Content on it, will be free from errors or omissions.

5. Accessing Our Website

Our Website is made available free of charge.

We do not guarantee that Our Website, or any Content on it, will always be available or be uninterrupted.

We may in our absolute and sole discretion immediately, suspend, terminate or limit your access to Our Website for any reason. This includes but is not limited to where:

- (a) you are in breach of these Terms;
- (b) you attempt to manipulate or bypass any limitations of Our Website by any means;
- (c) you behave in a vexatious, illegal, inappropriate or unsociable manner;
- (d) we believe on reasonable grounds that there is a real risk of serious loss or damage to CMS, JBA or a third party;
- (e) there is an emergency; or
- (f) there are technical or other performance issues.

We will not be liable to you if for any reason Our Website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to Our Website.

You are also responsible for ensuring that all persons who access Our Website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

6. Your account and password

If you are provided with a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our absolute discretion we find you have failed to comply with any of the provisions of these Terms.

If you know or suspect that anyone other than you knows your user identification code or password and you require our assistance to reset or disable the code or password, you must promptly notify us at info@climatemappingservices.com.

7. Accuracy of Reports

While climate and weather events can be predicted, they are not a certainty. The information provided in the Report is indicative in nature for the specific location selected by you. The Report is not a substitute for detailed modelling or risk assessment and should not be relied on or used in the design, planning, production or modification of any flood mitigation, defence works or other construction.

Notwithstanding anything to the contrary in these Terms of use or the Report, you acknowledge and agree that:

- (a) the Report deals with the probabilities of natural hazards which are highly uncertain;

- (b) the Report is developed using information compiled and provided by third parties (which is not guaranteed as to accuracy, completeness or otherwise);
- (c) CMS and JBA does not represent, warrant, guarantee or provide any other assurance that the Report:
 - (i) is accurate, reliable, complete or up-to-date;
 - (ii) will meet the present or future requirements of the reseller or any third party;
 - (iii) will be delivered or perform without interruption, fault or error; or
 - (iv) will be free from viruses, worms, trojan horses or other malware or corruptions (which by their nature may evade reasonable steps to detect or manage); and
- (d) neither CMS, JBA nor any of JBA's related body corporates will have any liability in connection with superseded Reports, versions, formats, content or specifications.

8. Payment

CMS engages a third-party payment gateway provider, currently Brain Tree API (or another payment gateway server used by CMS from time to time), to facilitate the payments on Our Website (**Payment Gateway Provider**).

When you make payments via Our Website you warrant that you are the account holder and that the billing information provided is accurate, and you authorise CMS and/or the Payment Gateway provider to charge the designated payment method for the total amount of the payment, plus any GST. All payments and purchases made in connection with CMS are non-refundable unless otherwise expressly stated in these Terms or otherwise agreed.

Where applicable, you agree to pay all GST and other similar taxes imposed in connection with the use of Our Website and the supply of the Report. You are responsible for all internet service provider fees, telecommunication and other charges required for your connection to, or use of, Our Website and the Report.

By submitting credit card details to the Payment Gateway Provider to purchase a Report, you acknowledge and agree that:

- (a) where applicable, those credit card details may be retained by the Payment Gateway Provider in accordance with their policies that was effective at the time of the payment;
- (b) the Payment Gateway Provider is authorised to charge your credit card, without further notice to you, for amounts due with respect to amounts payable by you under these Terms, including but not limited to the fee; and
- (c) you will pay, on demand, any costs or expenses that CMS or the Payment Gateway Provider incurs and that are related to the credit card (such as merchant, dishonour, interest and overdrawing fees).

9. Search radius

The advertised price for a Report applies to a search radius between 5 metres and 80 metres. If you require a search radius of greater than 80 metres, CMS will provide a custom quote for the proposed size of your required search area.

Your selected search radius reflects an approximate perimeter of the searched area and may not be an exact radius. Due to the data reporting methods used by JBA and CMS, the Report may include data greater than the search radius you have nominated.

For more information on JBA and CMS's data reporting methods, please contact CMS on info@climatemappingservices.com.

10. Disclaimer and Risk

The Content on Our Website is for general reference and is not comprehensive. Whilst we endeavour to ensure that the Content is current and accurate, CMS makes no warranty in either respect.

Please use caution in using the Content as it:

- (a) may not have been produced by CMS, but instead provided by third parties;
- (b) may not be available, accurate, current or complete;
- (c) is subject to change without notice; and
- (d) is not a substitute for independent professional advice and you should obtain specific professional advice relevant to your particular circumstances.

Your use of Our Website and the Content is your responsibility. Your use of the Content is at your own risk. You accept all risks and consequences that might arise from your use of Our Website and the Content. This includes:

- (a) any risk of your computer, software or data being damaged by any virus, disabling codes, worms or other devices and defects which might be transmitted or activated via Our Website or any third-party websites accessed via Our Website, or your access to or the downloading of files from Our Website or any third-party websites accessed via Our Website; and
- (b) any risk of connections transmitted to and from Our Website being intercepted and modified by third parties.

11. Prohibited activities

You must not:

- (a) do, or procure to do, anything illegal in association with your use of Our Website, or the Report;
- (b) use another person's identifying information used to access Our Website, including but not limited to, their name, username, password, without their permission;
- (c) post, or transmit to or via Our Website any obscene, indecent, inflammatory or pornographic material, or material that could give rise to civil or criminal proceedings; or
- (d) tamper with, hinder the operation of, or make unauthorised modifications to Our website.

12. No commercial use

Our Website is for your personal, non-commercial use only. You may not use Our Website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

You must not, and must not permit or cause any other person to:

- (a) use any part of Our Website or the Report or any other intellectual property of CMS or JBA in whole or in part to create any product or service;
- (b) modify, adapt, copy, distribute, transmit, display, perform, reproduce, reverse engineer, decompile, disassemble, publish, licence, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within Our Website or in the Report;
- (c) use, adopt or adapt any trademark, trade name, domain name, branding, designation of origin or ownership that includes or may reasonably be mistaken for that of CMS or JBA or JBA's group of related body corporates other than as authorised in writing by either CMS or JBA, nor remove, suppress or tamper with any trade mark included in the Report without written permission from CMS or JBA; or

- (d) do any other act which may affect the intellectual property rights of CMS or JBA.

13. Limitation of our liability

To the full extent permitted by law, you agree:

- (a) to release and hold harmless CMS, JBA and JBA's related body corporates, and any personnel of CMS, JBA and JBA's related body corporates from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, property loss and damage) (**Losses**) incurred or suffered by you and which arise out of, are caused by, are attributable to or result from your use of Our Website or the Report, except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of CMS, JBA and JBA's related body corporates, and any personnel of CMS, JBA and JBA's related body corporates; and
- (b) to indemnify CMS, JBA and JBA's related body corporates, and any personnel of CMS, JBA and JBA's related body corporates against any Losses incurred or suffered by the CMS which arise out of, are caused by, are attributable to or result from any wrongful or negligent act or omission of yours or any breach of these Terms of use by you.

These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:

- (a) the supply of the goods or services again; or
- (b) the payment of the cost of having the goods or services supplied again.

Us pleading this indemnity and release is a complete defence to any proceedings connected with these matters.

14. Access Requests

If you receive a request for information (**Access Request**) under any information access regimes pursuant to which the Report or the data used to collate the Report might be disclosed, then at your own cost, you must:

- (a) immediately notify CMS of the Access Request and provide to CMS full and complete details of the Access Request and the Report or relevant data that may be disclosed together with any other information CMS or JBA may request;
- (b) as soon as possible on receipt of the Access Request, consult with CMS and any other person CMS requires as to whether the Report or relevant data constitutes information which is exempt from disclosure or publication pursuant to the relevant information access regimes; and
- (c) no less than 72 hours before any proposed disclosure, notify CMS of any final decision relating to disclosure of the Report or the relevant data as to what (if any) Report or relevant data (or any material derived from it) is proposed to be disclosed.

You must not disclose a Report in any publication scheme maintained pursuant to any information access regime without first notifying CMS in advance and in writing of any disclosure.

15. Viruses

We do not guarantee that Our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access Our Website. You should use your own virus protection software.

You must not misuse Our Website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to Our Website, the server on which Our Website is stored or any server, computer or database

connected to Our Website. You must not attack Our Website via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, your right to use Our Website will cease immediately.

16. Third party links and resources in Our Website

Our Website may contain links to other sites and resources provided by third parties, and these links are provided for your information only. We have no control over the contents of the sites or resources provided by those links.

17. Information collection

Where CMS needs to collect your personal information to provide you with a Report, it does so in accordance with the requirements of the *Privacy Act 1988* (Cth). Unless authorised or required by law, we will not provide your personal information to any other person or agency.

18. General

If a provision of these Terms is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

These Terms are governed by the laws of Queensland and each party submits to the exclusive jurisdiction of the courts of Queensland.