

HALOR TK LICENCE AGREEMENT TERMS AND CONDITIONS

Effective date: 1st June 2022

1. Introduction

Welcome to www.Halortk.co.nz ("Site" or "Website").

This website is owned and operated by Halo RTK from New Zealand. Throughout the Site, the terms "we", "us", "platform", "HaloRTK" and "our" refer to Halo RTK. We offer this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or when purchasing something from us, you ("User" or "Customer") engage in our "Service" and agree to be bound by the following terms and conditions ("Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms and Conditions apply to all users of the site, including without limitation users who are browsers, users, customers and/ or contributors of content.

PLEASE READ THE FOLLOWING TERMS AND DISCLAIMERS CAREFULLY BEFORE USING THE SERVICES. IF YOU DO NOT AGREE WITH THESE TERMS, OUR PRIVACY POLICY, OR ANY OTHER OF OUR POLICIES, YOU SHOULD NOT USE THE SERVICES.

1.1 HaloRTK – General Information

- About: HaloRTK provides accurate GPS positioning to the CM to customers with GNSS devices (Mainly Surveyors, Engineers, Construction Operators). To find out more information about what we do, please refer to our website.
- Sole discretion: We reserve the right to add/discontinue any product or service anytime at our sole discretion.

2. Eligibility

HaloRTK is strictly limited to parties only in New Zealand who can lawfully enter into and form contracts on the Internet. If you are under age 18, you may only use the Services with the consent of your parent or legal guardian. Please be sure your parent or legal guardian has reviewed and discussed these Terms with you.

3. Payment

Our Site accepts all major payment methods which include:

- Visa (credit and debit cards)
- MasterCard (credit and debit cards)
- Any other payment method displayed on our Site.

We reserve the right to add or change our payment methods at sole discretion anytime.

4. Pricing Policy

Prices shown on the Site are in New Zealand Dollars. Sometimes we need to make changes to the price of some of our products/services. When this happens, we'll update the prices on our website. If you had placed your order for a product/service before the price change, the price will be as stated on our website at the time when you had placed your order.

5. Subscription and Cancellation terms

5.1 Subscription Plans: HaloRTK offers monthly and annual subscription plans. Once you purchase a subscription plan, you hereby grant HaloRTK permission to automatically charge the subscription fee to your chosen payment method at the beginning of each applicable payment period. Your access to the Subscription Services will not be established until HaloRTK has verified that the credit card or other payment information you provide HaloRTK for payment is accurate and that your payment method account is in good standing. You further agree that HaloRTK may charge any other applicable fees for the Service, including any early termination fee, to your payment method. You are required to keep your billing information current, complete and accurate (for example, if you move, be sure to update your billing address, if you get a new credit/debit card, make sure you update the card number and/or expiration date) and notify HaloRTK if your selected payment method is cancelled (e.g., for loss or theft).

5.2 Cancellation: Due to the nature of our services, we do not offer any refunds for a subscription once purchased. HaloRTK does not offer prorated refunds for canceled subscriptions. All subscriptions are recurring and will automatically renew after the end of each paid subscription period. It is your responsibility to evaluate HaloRTK, including its features, limitations, and system requirements before purchasing any subscription. HaloRTK will not issue refunds to Users on the basis of Users not understanding the system requirements, or the presence of compatibility issues, including inadequate internet speed or consistency, or incompatible devices, operating systems, or browser software versions. To make a cancellation of your subscription, you may cancel your Subscription Service at least 7 days in advance before the end of subscription period by initiating a cancellation request otherwise the subscription shall automatically renew.

6. Area Covered By The Network, GnsS Satellite Availability, And Telecommunication Carrier Service Interruptions

6.1 The Licensee admits that the HaloRTK network coverage area and access to Data are subject to transmission restrictions brought on by a variety of factors, including atmospheric conditions and events like severe solar activity, topographical obstructions, restrictions or lack of coverage of the underlying telecommunication carrier service, and other natural or man-made conditions, including but not limited to, power outages, motor and ignition noise and metal shielding.

6.2 The Licensee additionally recognizes that the Licensor is not in charge of the availability of GNSS satellite signals or the success or failure of GNSS satellite operations.

6.3 Neither the Licensee nor any third parties may hold the Licensor responsible for any loss or damage resulting from the interruption of HaloRTK services or Data, from transmission errors, defects, or from any other cause, including but not limited to interruption brought on by the underlying telecommunication carrier or other service providers.

6.4 The Licensor disclaims all responsibility and liability for circumstances that are not within its control, or the control of its subcontractors or business partners, including, but not limited to, force majeure, acts of any governmental body, acts of a public enemy, strikes, riots, earthquakes, or extreme weather.

6.5 The Licensor has no control over, responsibility for, or liability relating to any telecommunications services, telecommunications coverage, or delays, limits, or flaws in any telecommunications equipment.

6.6 The HaloRTK network coverage region, CORS sites, and CORS locations might change over time. The Licensee should thus check the network coverage and status before beginning any work.

6.7 HaloRTK services, network coverage area, and Data may be temporarily or permanently discontinued, modified, enhanced, or added at any time by the Licensor.

7. Permitted use

You agree to use the Site and the Services only for purposes that are permitted by these Terms and in compliance with all applicable laws, regulations, and generally accepted practices or guidelines in the relevant jurisdictions. You may only use the Site and Services for your non-commercial, non-exclusive, non-assignable, non-transferable, and limited personal use, and no other purposes.

You will not (and will not attempt to):

- 7.1** Access any of the Services by any means other than through the interface that is provided by HaloRTK;
- 7.2** Gain unauthorised access to HaloRTK's computer system or engage in any activity that interferes with the performance of, or impairs the functionality or security of the Site, the Services, HaloRTK's networks, and computer systems;
- 7.3** Access any of the Site or the Services through any automated means or with any automated features or devices (including use of scripts or web crawlers);
- 7.4** Access or collect any personally identifiable information, including any names, email addresses or other such information for any purpose, including, without limitation, commercial purposes;
- 7.5** Reproduce, duplicate, copy, sell, trade, or resell any aspect of the Site or the Services for any purpose; and
- 7.6** Reproduce, duplicate, copy, sell, trade or resell any products or services bearing any trademark, service mark, trade name, logo or service mark owned by HaloRTK in a way that is likely or intended to confuse the owner or authorized user of such marks, names or logos.

8. Limited License and Site Access; Acceptable Use

You may not: (a) resell or make any commercial use of this Site or any of the contents of this Site; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert any of the contents of this Site not intended to be so read; (c) copy, imitate, mirror, reproduce, distribute, publish, download, display, perform, post or transmit any of the contents of this Site in any form or by any means; or (d) use any data mining, bots, spiders, automated tools or similar data gathering and extraction methods on the contents of the Site or to collect any information from the Site or any other user of the Site.

You use this Site at your own risk. You agree that you will be personally responsible for your use of this Site and all of your communication and activity on this Site. If we determine, in our sole discretion, that you engaged in prohibited activities, were not respectful of other users, or otherwise violated the Terms and Conditions, we may deny you access to this Site on a temporary or permanent basis and any decision to do so is final.

9. Accounts, Registrations, and Passwords

If you use this Site and such use requires setting up an account and/or password(s), you are solely responsible for maintaining the confidentiality of your account and password(s) and for restricting access to your computer. If you open an account, register, or otherwise provide us with any information, you agree to provide us with current, complete, and accurate information as requested by any forms. HaloRTK is not responsible for any errors or delays in responding to any inquiry or request caused by any outdated or incorrect information provided by you or any technical problems beyond the control of HaloRTK. You acknowledge and agree that any login, identifier, or password issued in connection with this Site (each a "Password") is confidential information and must be kept secure. You may not disclose such a Password to another person or entity or permit another entity to access the Site using such a Password. You must notify HaloRTK immediately of any breach of security or unauthorized use of your account. HaloRTK cannot be responsible and disclaims all liability in connection with, the use of any information that you post or display on this Site.

10. Intellectual Property Rights

Your use of the Site and its contents grants no rights to you concerning any copyright, designs, and trademarks and all other intellectual property and material rights mentioned, displayed, or relating to the Content (defined below) on the Site. All Content, including third party trademarks, designs, and related intellectual property rights mentioned or displayed on this Site, are protected by national intellectual property and other laws. Any unauthorized reproduction, redistribution or other use of the Content is prohibited and may result in civil and criminal penalties. You may use the Content only with our prior written and express authorization. To inquire about obtaining authorization to use the Content, please contact us at Support@Halortk.co.nz. In addition to the intellectual property rights mentioned above, "Content" is defined as any graphics, photographs, including all image rights, sounds, music, video, audio, or text on the Site.

11. Monitoring Activity

HaloRTK has no obligation to monitor this Site or any portion thereof. However, we reserve the right to review any posted content and remove, delete, redact or otherwise modify such content, in our sole discretion, at any time and from time to time, without notice or further obligation to you. HaloRTK has no obligation to display or post any content. HaloRTK, subject to the Privacy Policy reserves the right to disclose, at any time and from time to time, any information or posted the content that it deems necessary or appropriate, including without limitation to satisfy any applicable, law, regulation, contractual obligation, legal, dispute process, or governmental request.

12. Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, HALORTK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE AS TO THE SITE AND ITS CONTENT, INCLUDING THE INFORMATION, DATA, SOFTWARE, OR PRODUCTS CONTAINED THEREIN, OR THE RESULTS OBTAINED BY THEIR USE OR AS TO THE PERFORMANCE THEREOF, (B) WARRANTIES OR CONDITIONS ARISING THROUGH COURSE OF DEALING, AND (C) WARRANTIES OR CONDITIONS OF UNINTERRUPTED OR ERROR-FREE ACCESS OR USE. THE SITE AND ALL CONTENTS THEREIN AND COMPONENTS THEREOF ARE PROVIDED ON AN "AS IS" BASIS AND YOUR USE OF THE SITE IS AT YOUR OWN RISK.

13. Limitation of Liability

You agree that in no event shall HaloRTK be liable to you, or any third party, for any lost profits, incidental, consequential, punitive, special, or indirect damages arising out of or in connection with the Site or the Terms and Conditions, even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise. This limitation on liability includes, but is not limited to, any (i) errors, mistakes, or inaccuracies in any Content or for any loss or damage of any kind incurred by you as a result of your use of or reliance on the Content; (ii) the transmission of any bugs, viruses, Trojan horses or the like which may infect your equipment, failure of mechanical or electronic equipment; (iii) unauthorized access to or use of the Site or HaloRTK' secure servers and/or any personal information and/or financial information stored therein; or (iv) theft, operator errors, strikes or other labor problems or any force majeure.

14. Indemnification

You agree to indemnify and hold HaloRTK and its subsidiaries, affiliates, officers, directors, agents, and employees, harmless from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your use of the Site, breach of the Terms and Conditions or the materials it incorporates by reference, or your violation of any law, regulation, order or other legal mandates, or the rights of a third party.

15. Dispute Resolution & Governing Laws

In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

These Terms and Conditions shall be governed by and construed in accordance with the laws of New Zealand and you hereby submit to the exclusive jurisdiction of the courts in New Zealand in the City where HaloRTK is based in.

16. Children

If you use or engage with the website and are under 18 years of age, you must have your parent's or legal guardian's permission to do so. By using or engaging with the website, you also acknowledge and agree that you are permitted by your jurisdiction's applicable law to use and/or engage with the website.

17. Changes

We reserve the right to update and revise these Terms and Conditions at any time. You will know if these Terms and Conditions have been revised since your last visit to the website by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our Site constitutes your acceptance of these Terms and Conditions as amended or revised by us from time to time, and you should, therefore, review these Terms and Conditions regularly.

18. Electronic Communications

When you visit the Site or send us e-mails, you are communicating with us electronically. In so doing, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communication is in writing.

19. Severability

If any of these Terms and Conditions shall be deemed invalid, void, or for any reason unenforceable, that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms or conditions.

20. Assignment

We shall be permitted to assign, transfer, or subcontract our rights and obligations under these terms without your consent or any notice to you. You shall not be permitted to assign, transfer, or subcontract any of your rights and obligations under this agreement.

21. Force Majeure

HaloRTK is not liable for any delays caused by circumstances beyond HaloRTK's control, e.g. general labor dispute, extreme weather, acts of war, fire, lightning, terrorist attacks, changed governmental orders, technical problems, defects in power- /tele-/computer communications or other communication and defects or delays in the service by sub-suppliers due to circumstances set forth above.

22. Entire Agreement

These Terms and Conditions set forth the entire understanding and agreement between you and HaloRTK concerning the subject matter herein and supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written concerning the Site. A printed version of these Terms and Conditions and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved. You may not assign the Terms and Conditions, or assign, transfer or sublicense your rights therein. A failure to act concerning a breach by you or others does not waive HaloRTK's right to act concerning subsequent or similar breaches.

23. Term and Termination

This agreement becomes effective the date that you first access the Site and remains effective until it is terminated consistent with its terms. Violations of this agreement may result in the immediate termination of this agreement and denials or terminations of your access to the Site. Such restrictions may be temporary or permanent. Upon termination, your right to use this Site shall be revoked. All disclaimers, limitations of liability, indemnities, and rights of ownership and licenses to HaloRTK shall survive any termination.

24. Contact Us

For any questions, complaints, and queries or to report any violations, kindly send an email on Support@Halortk.co.nz