



GIS-Pax Pty Ltd

Website Terms of Use

Public website policy

Version 1.0

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Document information

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Owner	Commercial Manager, GIS-Pax Pty Ltd
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Governing law	Western Australia, Australia

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1.0	15 June 2026	GIS-Pax	First published version.

These Website Terms of Use govern your access to and use of the website operated by GIS-Pax Pty Ltd (**GIS-Pax, we, us or our**) at www.gis-pax.com (the **website**). Please read these terms carefully before using the website.

1. Acceptance of terms

By accessing or using the website, you agree to be bound by these Website Terms of Use and by our Privacy Policy, which is incorporated by reference. If you do not agree to these terms, you must not access or use the website.

If you use the website on behalf of an organisation, you represent that you are authorised to accept these terms on that organisation's behalf. We may update these terms from time to time in accordance with section 13, and your continued use of the website constitutes acceptance of the current terms.

2. Use of the website

The website is provided for general information about GIS-Pax and its products and services, and to allow you to contact us, register for training and events, subscribe to communications and access related resources.

You may access and use the website for lawful purposes only and in accordance with these terms. You are responsible for ensuring that anyone who accesses the website through your internet connection or on your behalf complies with these terms. You are responsible for making your own arrangements to access the website, including any equipment, software and internet connectivity required.

3. Intellectual property

Unless otherwise indicated, all content on the website, including text, graphics, logos, icons, images, audio and video material, software, data compilations, product names and the overall design, layout and 'look and feel' of the website, is owned by or licensed to GIS-Pax and is protected by copyright, trade mark and other intellectual property laws in Australia and other countries.

The names of our products, including **Player**, **PlayHouse**, and **QwikEval** together with the GIS-Pax name and logo, are trademarks or business identifiers of GIS-Pax. Other product and

company names referred to on the website may be the trademarks of their respective owners and are used for identification purposes only; their use does not imply any endorsement or affiliation.

You may view, download and print content from the website for your own internal, informational and non-commercial use, provided you do not remove or alter any copyright, trademark or other proprietary notices. Except as expressly permitted by these terms or under applicable law, you must not reproduce, adapt, modify, distribute, publish, frame, transmit or commercially exploit any content from the website without our prior written consent. No licence or other right is granted to you in any intellectual property of GIS-Pax except as expressly set out in these terms.

4. Software, product and service information

Information on the website about our software products, licences and services, including descriptions, specifications, features and indicative pricing where shown, is provided for general information only and may change without notice. Such information does not constitute an offer, representation or warranty, and is not a substitute for the specific terms set out in a licence agreement, quotation, statement of work or other written agreement between you and GIS-Pax.

The supply and use of our software products and services is governed by the applicable GIS-Pax licence agreement and related terms. In the event of any inconsistency between the website and such an agreement, the terms of that agreement prevail. The website does not operate an online store, does not process consumer payments directly, and is not intended for the purchase of products by consumers.

5. No professional advice

The content of the website is general in nature and is not intended to constitute professional, technical, geoscientific, engineering, investment, financial or legal advice, and must not be relied upon as such. Our software products are tools that support professional workflows and analysis; any outputs depend on the data, assumptions, configuration and expertise of the user.

You should obtain your own independent professional advice relevant to your particular circumstances before making any decision or taking any action based on information available on the website. To the extent permitted by law, GIS-Pax is not responsible for any decision made, or action taken, in reliance on website content.

6. Third-party links

The website may contain links to third-party websites, resources or services that are not operated or controlled by GIS-Pax. These links are provided for your convenience only. We do not endorse, and are not responsible for, the content, products, services, availability or privacy practices of any third-party website. Your use of any third-party website is at your own risk and subject to the terms and policies of that website.

7. Acceptable use

You agree not to use the website in any way that is unlawful, or that could damage, disable, overburden or impair the website or interfere with any other party's use of it. In particular, you must not:

- use the website in breach of any applicable law, regulation or third-party right;
- attempt to gain unauthorised access to the website, the server on which it is hosted, or any related systems or networks;

- introduce or transmit any virus, malware, or other malicious or harmful code, or otherwise interfere with the proper operation of the website;
- use any automated means, such as robots, scrapers or data-harvesting tools, to access, copy or monitor the website without our prior written consent;
- attempt to probe, scan, reverse engineer or test the vulnerability of the website or circumvent any security or access controls, except as expressly permitted under our responsible disclosure process;
- submit false, misleading or fraudulent information, or impersonate any person or organisation; or
- use the website to transmit unsolicited communications, or to collect personal information about other users.

We reserve the right to restrict or terminate your access to the website, without notice, if we reasonably consider that you have breached these terms.

8. Website availability

We aim to keep the website available and functioning, but we do not guarantee that it will be available at all times, uninterrupted, timely, secure or free from errors. The website may be unavailable from time to time, for example during maintenance, upgrades, or as a result of factors beyond our reasonable control. We may modify, suspend or discontinue all or part of the website at any time without notice and without liability to you.

9. Limitation of liability

The website and its content are provided on an 'as is' and 'as available' basis. To the maximum extent permitted by law, GIS-Pax excludes all representations, warranties and conditions in relation to the website and its content, whether express or implied, including any implied warranties of merchantability, fitness for a particular purpose, accuracy, completeness or non-infringement.

Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred by the Australian Consumer Law or any other law that cannot lawfully be excluded or limited. Where our liability cannot be excluded but can be limited, our liability is limited, to the extent permitted by law and at our option, to re-supplying the relevant information or service, or paying the cost of having it re-supplied.

Subject to the preceding paragraph, to the maximum extent permitted by law, GIS-Pax will not be liable to you or any other person for any indirect, incidental, special or consequential loss or damage, or for any loss of profits, revenue, data, goodwill or business opportunity, arising out of or in connection with your access to or use of (or inability to use) the website, even if such loss or damage was reasonably foreseeable.

10. Indemnity

To the extent permitted by law, you agree to indemnify GIS-Pax against any liability, loss, damage, cost or expense (including reasonable legal costs) that GIS-Pax reasonably incurs arising directly from your breach of these Website Terms of Use or your unlawful or negligent use of the website. This indemnity does not apply to the extent that the relevant liability, loss, damage, cost or expense was caused or contributed to by GIS-Pax or its personnel.

11. Privacy

Our collection, use and disclosure of personal information through the website is governed by our Privacy Policy, which forms part of these terms. The Privacy Policy explains how we handle personal information in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. By using the website, you acknowledge that we may handle your personal information as described in the Privacy Policy.

12. Governing law

These Website Terms of Use are governed by the laws in force in Western Australia, Australia. You and GIS-Pax submit to the non-exclusive jurisdiction of the courts of Western Australia and the courts competent to hear appeals from those courts in respect of any dispute arising in connection with the website or these terms. If you access the website from outside Australia, you are responsible for complying with any applicable local laws.

13. Changes to these terms

We may amend these Website Terms of Use from time to time by publishing the updated terms on the website. Any changes take effect from the date the updated terms are published, and the effective date will be updated accordingly. We encourage you to review these terms periodically. Your continued use of the website after changes are published constitutes your acceptance of the amended terms.

14. Contact details

If you have any questions about these Website Terms of Use, please contact:

GIS-Pax Pty Ltd

Email: info@gis-pax.com

Website: www.gis-pax.com