Note2map – Terms of Service

Last updated: 20 January 2025

You have been invited by Raymond Sun (ABN 39 348 769 519) (**Developer**) to have early access to www.note2map.com (formerly known as www.buildglobaltracker.com) (**Application**) to trial and provide feedback on the Application.

The Application is a free and easy-to-use platform that allows you to customise and add your content to an interactive world map (**Draft Map**), and to publish your map on a public link for others to view and interact with (**Published Map**) or to display the Published Map in your own website (**Embedded Map**) (**Purpose**). For the purposes of these Terms, the Application includes all of your Draft Maps, Published Maps and Embedded Maps.

Your access to and use of the Application is governed by these terms and conditions (**Terms**). By clicking "I accept", you confirm you have read, understood and agreed to be bound by these Terms. If you do not agree to these Terms, you must not use or access the Application.

1. **Access and use of the Application**
    a. You must be at least 18 years old to access and use the Application. As part of this early access program, no login or registration is required to access the Application. Instead, you will be assigned a random unique identifier (**User ID**) to preserve your anonymity.

    b. Subject to clause 1.c, nothing in these Terms grants you or any third party any intellectual property rights or other right, title or interest in or to the Application (including for clarity, the public link to your Published Maps (including custom public links) as well as the source code and interface of any Embedded Maps). The Application, subject to third party rights in the Application, is and remains the intellectual property of the Developer.

    c. Subject to your compliance with these Terms, the Developer grants you a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to:

        i. access and use the Application for the Purpose; and

        ii. permit end-users to use and access your Published Maps and Embedded Maps.

2. **Your Content**
    a. Subject to the remainder of these Terms, you grant the Developer an ongoing, non-exclusive, transferable licence to store, log and use any content you input into the Application (**Content**) to:

        i. provide the Application (including to display and host your Draft Map and Published Map and Embedded Map);

        ii. generate and deliver backup copies of your Content (in the form of a JSON file) (**Backups**) via the "Backup map data" function;

        iii. track usage patterns and performance of the Application; and

        iv. troubleshoot issues.

    b. All Content on your Draft Map will only be stored locally on your browser application, and will <u>not</u> be stored or transferred to the Developer unless you elect to publish your Draft Map (in which case clause 2.c applies). You are responsible for saving Backups.

    c. All Content on your Published Map and Embedded Map will be transferred and stored in the Developer's storage servers located in Australia. This is necessary for the Developer to be able to host your Published Map on a public link or to host your Embedded Map so that it can displayed in your website (see clause 2.a.i).

d. Apart from the Content, the Developer will not collect any other data from you. No personal information is collected Your Content will <u>not</u> be used to train any AI model or system, nor for product development by the Developer.

e. You are responsible for your Content. You represent and warrant that you have all necessary rights, licences, and permissions to provide your Content to the Application and for your Content to be used in accordance with these Terms and applicable laws and regulations. If you cannot provide this representation or warranty in relation to any data, you must not include that data within your Content.

f. Subject to clause 2.a above, as between you and the Developer, you retain all rights in your Content (including Backups). For clarity, the Developer retains all rights in the Draft Map, Published Map and Embedded Map except for your Content.

g. You may at any time request via email to techierayproducts@gmail.com for all or any part of your Content to be deleted from the Developer's systems. For clarity, this does not extend to any Content stored in a third party system which the Developer does not control, manage or have access to. The Developer will action deletion requests within a reasonable timeframe (provided your instruction is reasonably clear and specific). The rights you grant to the Developer under clause 2.a continue in respect of your Content until such Content is deleted from the Developer's systems (which the Developer will confirm to you via email).

3. Feedback

You agree, on reasonable request from the Developer, to provide feedback to the Developer on the Application, and the Developer is free to use any feedback you provide in relation to the Application. You hereby assign to the Developer all intellectual property rights, if any, in such feedback.

4. Your responsibilities

a. You are responsible for all acts and omissions by you or any end-user in connection with the Application. Any act or omission by your end-user that would constitute a breach of these Terms if done by you will be deemed a breach of these Terms by you. You must use reasonable efforts to ensure any end-users are aware of and comply with these Terms.

b. You acknowledge the Application is not designed to collect personal information. You must not input any personal information or any information that may reasonably identify an individual into the Application. You are responsible for de-identifying, masking, purging or removing any personal information from your Content before providing the Content to the Application. If you do provide Content containing personal information to the Application, the Developer may in its discretion, revoke your access to the Application or delete your Published Map or Embedded Map.

c. You must keep your assigned User ID secure and confidential, noting the risk described in 8.b.ii.

d. You will use reasonable efforts to safeguard the Application from infringement, misappropriation, theft, misuse, or unauthorised access. You will promptly notify the Developer if you become aware of or reasonably suspect any unauthorised access to the Application.

5. Use restrictions

Unless expressly permitted in these Terms, you must not, and must not permit any third party (including end-users) to:

a. copy, modify, or create derivative works of the Application, in whole or in part;

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b. rent, lease, lend, sell, sublicence, assign, distribute, publish, transfer, re-host, or otherwise make the Application available;

c. reverse engineer, disassemble, reverse compile, decompile, decode, translate, engage in code extraction or stealing attacks, or otherwise attempt to extract, derive, or gain access to any software component (including source code, algorithms or services) of, or any data processed by, the Application, in whole or in part (except to the extent such restriction are contrary to applicable law);

d. use automated tools, scripts or bots to interact with the Application, including to submit your Content to the Application;

e. use the Application to train, develop or distribute a tool or product in a manner that is, or is reasonably likely to be, competitive with the Application or the business of the Developer;

f. use the Application in any manner or for any purpose that infringes, misappropriates, or otherwise violates and intellectual property right or other right of any person, or that violates any applicable law or regulation;

g. introduce any virus, worm, defect, Trojan horse, malware, or any item or action of a destructive or disruptive nature to the Application or to the Developer;

h. use unreasonable bandwidth, or adversely impact the stability of the Application;

i. attempt to circumvent any limitation imposed on the Application (including circumventing paywalls to access premium or subscription-only features);

j. use the Application in any manner that engages in, depicts or encourages fraudulent or illegal acts or activities, or involves discrimination, culturally insensitive or inappropriate content, violence, obscenity, pornography, libel or slander, abusive words, misleading or deceptive content, prohibited financial/funding schemes, or anti-law enforcement goods and services;

k. use the Application to provide legal, medical or any other professional advice; and

l. access or use the Application in a prohibited country, as defined by applicable trade and export laws of the United States, or other applicable international law instrument from time to time. For the avoidance of doubt, this restriction applies to entities or countries covered by US sanctions.

6. Fees and payment

a. The Developer may offer the Application under different subscription plans. Specific details on the subscription plans, their benefits and pricing are found within the Application itself.

b. Access to certain features of the Application may require a subscription. By selecting a paid subscription plan, you agree to pay the subscription fee as described at the time of purchase. Fees may be subject to change, and the Developer will notify you of any such changes in advance.

c. Payments for the subscription will be processed through a third-party payment provider integrated with the Application and subject to the terms and conditions of that provider. You are responsible for providing accurate and up-to-date payment information.

d. Subscriptions are billed on a recurring basis, according to the billing cycle specified when selecting the plan (e.g. monthly or annually). Payments are due at the start of each billing cycle.

e. You may cancel your subscription at any time, and cancellation will take effect immediately. Refunds may not be provided except as required by applicable laws.

f. If you fail to make a payment for a paid subscription plan, the Developer reserves the right to suspend or terminate your access to the Application, including any paid features and deletion of your Published Maps or Embedded Maps, until the outstanding balance is settled.

7. Endorsements and promotions

If you promote or make any announcement in connection with the Application (including in connection with any public demonstration or distribution of a Published Map or Embedded Map), then you must name, and must ensure that any end-user names, the Developer and the Application name. Once you have promoted or made any public announcement as contemplated by this clause, the Developer is permitted to name you as a customer or end-user of the Application unless you instruct the Developer otherwise.

8. Liability and disclaimers

a. The Application is provided on an 'as is' basis. To the maximum extent permitted by law, the Developer makes no guarantee or express or implied warranty in respect of the accuracy, completeness, currency, suitability, adequacy, continuity, security or fitness for the purpose of the Application.

b. Without limiting any other part of these Terms, you acknowledge and agree:

   i. any use of the Application is at your sole risk;

   ii. anyone who knows your User ID may gain unauthorised access to your Draft Map;

   iii. the Application may, from time to time, be unavailable (e.g. due to scheduled or unscheduled maintenance) and the Developer does not guarantee a specific or minimum availability of the Application;

   iv. the Developer does not provide any service support (e.g. help desk support) for the Application;

   v. the Developer is not responsible for verifying and backing up your Content. Any Content saved in your local browser will be deleted every time you clear your browser cache and cookies; and

   vi. the Developer does not guarantee the Application will be free of technical interruptions, viruses or other defects.

c. To the maximum extent permitted by law, the Developer is not liable to you for any consequential loss (including loss of revenue/profit, loss of opportunity, or loss of data). The Developer's total liability to you for any other loss or claim under these Terms is limited to the greater of AUD 10.00 or the total amount of subscription fees (if any) paid by you to the Developer under these Terms over the 6 months period prior to the event giving rise to the liability. This clause does not limit guarantees that may come with the Application and cannot be excluded under the Australian Consumer Law. If applicable, to the maximum extent permitted by law, the Developer's guarantees to you are limited to those available under the Australian Consumer Law. This clause does not limit your termination right under clause 9.c.

d. You agree to compensate the Developer for any loss that the Developer suffers or incurs as a result of a third party claim resulting from your knowing breach of clauses 2.e and 5. This clause does not limit the Developer's termination right under clause 9.b.

9. Termination

a. These Terms will continue in effect until terminated in accordance with the terms below.

b. The Developer may terminate these Terms or temporarily limit, revoke (including by cancelling your access to the Application or removing your Published Map or Embedded Map) or suspending your ability (whole or in part) to interact with the Application immediately on notice to you if:

     i. you breach any of the restrictions in clause 5;

     ii. you breach any other part of these Terms, and, if such breach is capable of remedy, you do not rectify the breach within 10 days of being notified to do so;

     iii. there is a material change or disruption to the Developer's third party systems which affects the Developer's ability to provide the Application (but without limiting the Developer's right in clause 10.a); or

     iv. the Developer elects to cease the early access program or otherwise change the availability of the Application.

c. You may terminate these Terms at any time by discontinuing use of the Application.

d. Upon terminate of these Terms for any reason, all licences and rights granted to you under these Terms will also terminate. Clauses 2.a, 5, 6, 8, 9 and 10 will survive termination.

10. General

a. The Developer may modify any part of the Application from time to time.

b. Nothing in these Terms creates an agency, partnership, joint venture or employment relationship.

c. These Terms and any dispute arising out of or in connection with these Terms is governed by the laws of New South Wales, Australia.